COURT OF COMMON PLEAS
ALLEN COUNTY, OHIO

AMBER BRUCE, *et al*., *individually and on behalf of all others similarly situated,* **Plaintiffs,** **v.** **HCF MANAGEMENT, INC., *et al*,** **Defendants.**	Case No. CV 2025 0019 **JUDGE JEFFREY L. REED**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT FOR PERSONS WHOSE PERSONAL INFORMATION WAS ALLEGEDLY ACCESSED IN A DATA SECURITY INCIDENT DETECTED BY HCF MANAGEMENT ON OR ABOUT SEPTEMBER 17, 2024

All persons whose PII was compromised in the Data Incident experienced by Defendants in September 2024 may benefit from this class action settlement.

A state court authorized this notice. This is not a solicitation from a lawyer.

THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS <u>NOT</u> A NOTICE OF A LAWSUIT AGAINST YOU.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY SEPTEMBER 29, 2026	If you submit a Claim Form by **September 29, 2026**, your Claim Form will be considered for three years of free credit monitoring and identify restoration services and, if requested, monetary recovery.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SEPTEMBER 13, 2026	You will receive no benefits, but you will retain your legal claims against the Defendants.
OBJECT BY SEPTEMBER 13, 2026	Write to the Class Counsel and/or the Court about why you do, or do not, like the settlement. You must remain in the Settlement Class to object to the Settlement.
GO TO A HEARING ON NOVEMBER 30, 2026 @ 2:00pm	Ask to speak in Court about the fairness of the settlement.

1. What is this notice?

This is a court-authorized notice of a proposed settlement (the "Settlement") in a class action lawsuit, *Bruce, et al. v. HCF Management, Inc., et al*, No. CV 2025 0019, pending in the Court of Common Pleas of Allen County, Ohio (the "Court"). The Settlement would resolve the Lawsuit brought on behalf of persons who allege that their information was impacted by the data security incident experienced by Defendants HCF Management, Inc., and its affiliates ("HCF" or "Defendants") on or about September 17, 2024 (the "Data Incident"). The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below so that you can better understand your legal rights.

2. Why did I get this notice?

You are receiving this notice because you were identified by HCF as a person whose personal information may have been accessed without authorization by an unknown individual in or around September 17, 2024.

3. What is this lawsuit about?

On September 17, 2024, HCF experienced a cybersecurity incident, which resulted in the Data Incident that exposed the personal information of its employees and customers. HCF then provided notice to individuals whose personal information may have been impacted. The Lawsuit alleges that HCF failed to adequately protect the information of the potentially affected individuals, and asserts various claims, including negligence, negligence per se, breach of implied contract, and unjust enrichment. HCF contests these claims and denies any wrongdoing.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Class" or "Class Members." When a Class Action is settled, the settlement, which must be approved by the court, resolves the issues for all Class Members, except for those who exclude themselves from the settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties reached a settlement that resolves all claims by the Class related to the Data Incident. If approved by the Court, the Settlement Agreement requires HCF to provide, at no cost to Class members, credit monitoring services, and compensation to certain Class members who submit valid claim forms. The Settlement is not an admission of wrongdoing by HCF and does not imply that there has been, or would be, any finding that HCF violated the law.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, and to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not give final approval to the Settlement Agreement, or if it is terminated by the Parties, the Settlement Agreement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

6. How do I know if I am a part of the settlement?

You are a member of the Settlement Class if you were sent a Notice of Data Breach as a result of the Data Incident because your personal information was maintained on HCF's system.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the settlement?

All Settlement Class Members are eligible to claim three (3) years of free credit monitoring with $1,000,000.00 in fraud insurance. In addition, Class Members can also receive monetary relief including: (1) reimbursement for loss of time compensated at $20.00 per hour up to 4 hours ($80.00 dollars total); (2) reimbursement for documented out-of-pocket expenses and financial losses up to $400.00 per claimant; and (3) reimbursement for documented Extraordinary Losses up to $4,000.00 per claimant; ***or*** (4) an alternative cash payment in the form of $35.00 per claimant.

8. When will I receive these benefits?

If you submit a Claim for credit monitoring, you will receive this benefit after the Court enters a Final Approval Order. If you submit a Claim for monetary recovery, you will receive payment in the amount approved by the Claims Administrator after your Claim is processed, after the Court enters a Final Approval Order, and after the time for any appeals has expired.

9. I want to be a part of the settlement. What do I do?

For Credit Monitoring: You may claim credit monitoring by submitting the tear-off panel of the Postcard Notice mailed to you. You can also submit your claim online or by mail. Each Settlement Class Member who submits a claim that is approved shall receive three (3) years of free credit monitoring that includes $1,000,000.00 of identity theft insurance per Class Member and is in addition to any free credit monitoring services previously provided by HCF following the Data Incident. Credit Monitoring may be claimed in addition to Monetary Compensation.

For Claims for Monetary Recovery: To submit a claim for the $35.00 Alternative Cash Payment, you may use the tear-off panel of the Postcard Notice mailed to you. You can also submit your $35.00 Alternative Cash Payment Claim online or by mail.

For all other forms of Monetary Recovery (including Lost Time, Out-of-Pocket Losses, and Extraordinary Losses), you must submit your claim online or by using the Claim Form found on the Settlement Website, along with the requisite documentation and attestations. You must submit any Claims by **September 29, 2026.** Each Class Member may only submit one claim form.

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10. Payments for the Class Members Seeking Out-of-Pocket, Lost Time, or Extraordinary Loss Compensation.

Class Members are eligible to submit claims of up to $400.00 (in total per class member) for the following categories of Out-Of-Pocket Losses:

- Costs associated with obtaining credit reports;
- Costs associated with purchasing identity theft insurance products for the period after the expiration of the credit monitoring and identity theft insurance coverage offered to the Subclass Members at the time of notice;
- Credit monitoring costs that were incurred on or after September 17, 2024 through the date of the Claim submission;
- Long distance telephone charges;
- Cell minutes (if charged by the minute or the amount of data usage);
- Internet usage charges (if charge by the minute or the amount of data usage);
- Text messages (if charged by the message);
- Miscellaneous expenses such as notary, fax, postage, copying and mileage;
- unreimbursed bank fees;
- unreimbursed card reissuance fees;
- unreimbursed overdraft fees;
- unreimbursed charges related to unavailability of funds;
- unreimbursed late fees;
- unreimbursed over-limit fees;
- unreimbursed charges from banks or credit card companies

Class Members are eligible to claim reimbursement of up to four (4) hours of lost time spent remedying issues related to the Data Incident (at $20.00 per hour, $80.00 total). Claims for lost time must be supported by an attestation setting forth the amount of time spent dealing with the Data Incident.

Class Members are eligible to claim up to $4,000.00 for documented extraordinary damages. The loss is an actual, documented, and unreimbursed monetary loss of an extraordinary nature such as one of the following categories (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) unreimbursed charges from banks or credit card companies; (viii) interest on payday loans due to card cancellation or due to over-limit situation incurred solely as a result of the Data Incident; (ix) and professional fees (such as those incurred for an accountant or attorney to set things right after the Data Incident).

Class Members submitting a claim for out-of-pocket expenses or losses will be required to:

a. Show that the loss is fairly traceable to the Data Incident.
b. Show that the loss occurred during the time period after the Data Incident and before the Claim Deadline.
c. Show that the loss is not already covered by one or more of the normal reimbursement categories; and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
d. Submit a statement that his or her claim is true and correct, to the best of his or her knowledge and belief.

Reasonable documentation must be submitted with all Claims showing that the Out-Of-Pocket Losses, Lost Time, and/or Extraordinary Losses were caused by, or are fairly traceable to, the Data Incident. More details are provided in the Settlement Agreement, which is available at **www.HCFDataSettlement.com.**

In the alternative, Class Members may claim a $35.00 cash payment, payable per claimant.

11. If I'm eligible for expense of loss reimbursement, when will I be paid?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court gives final approval to the Settlement, eligible Settlement Class Members will be paid as soon as possible after the Court order becomes final. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case is available at **www.HCFDataSettlement.com** or contact the Claims Administrator or Class Counsel at the information provided below.

12. What am I giving up if I remain in the settlement?

By staying in the Class, all the Court's orders will apply to you, and you give Defendants a "release." A release means you cannot sue or be part of any other lawsuit against Defendant about the claims or issues in this lawsuit with respect to the unauthorized access of your information stored in Defendant's system on or about September 2024.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims. To the extent applicable, each releasor is given the opportunity to read and review the following provision of California Civil Code Section 1542:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor.

Your release shall apply according to their terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542 identified above. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

13. How much will the Class Representative receive?

The Plaintiffs, Amber Bruce, Jesse Apthorp, and David Kuhlman will seek a payment of $1,500.00 each ($4,500.00 total) for their services to the Class Members. This payment is subject to the Court's Approval and is not included in the amount available to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the settlement, but you want to keep your legal claims against Defendant, then you must take steps to exclude yourself from this settlement.

14. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from *Bruce, et al. v. HCF Management, Inc., et al.*, No. CV 2025 0019 (Allen County, Ohio). Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request so that it is postmarked **no later than September 13, 2026**, to:

HCF Management Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

15. If I exclude myself, do I still receive benefits from this settlement?

No, you will not receive anything resulting from the settlement, but you will have the right to sue Defendants over the claims raised in this case, either on your own or as a part of a different lawsuit. If you exclude yourself, the time you have in which to file your own lawsuit (called the "statute of limitations") will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court has appointed the law firms of Markovits, Stock & DeMarco, LLC to serve as Class Counsel. You will not be charged for these lawyers and if you want to be represented by your own lawyer, you may hire one at your own expense.

Terence R. Coates
Spencer D. Campbell
Markovits, Stock & DeMarco, LLC
119 E. Court Street, Suite 530
Cincinnati, OH 45202
Phone: (513) 651-3700
tcoates@msdlegal.com
scampbell@msdlegal.com

17. How will the lawyers be paid?

Class Counsel will be paid reasonable attorneys' fees and expenses up to $210,000.00, subject to court approval.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

18. How do I tell the Court that I do not like the Settlement?

If you are a Class member, you can object to the Settlement and the Court will consider your views. In order to object to the Settlement, you must provide a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve the

Settlement. Your objection should include: (i) the objector's full name and address; (ii) the case name and docket number, *Bruce, et al. v. HCF Management, Inc., et al.*, No. CV 2025 0019 (Allen County, Ohio); (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (v) the objector's signature.

To be timely, written notice of an objection in the appropriate form must be (a) filed with the Court through the Clerk of Courts or (b) mailed, with a postmark date no later than **September 13, 2026**, to Class Counsel at 119 E Court St #530, Cincinnati, OH 45202. For all objections mailed to the Settlement Administrator, Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

The objector or his or her counsel may also file an objection with the Court through the Clerk of Courts, with service on Proposed Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Proposed Settlement Class Counsel and counsel for Defendant, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

THE FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

19. Where and when is the final approval hearing?

The Court has already given preliminary approval to the Settlement Agreement. A final hearing on the settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement.

The Court will hold a hearing on **November 30, 2026 @ 2:00pm in Courtroom B**, the courtroom of the Honorable Jeffrey L. Reed, Court of Common Pleas in Allen County, Ohio. The purpose of the hearing will be for the Court to determine whether the proposed settlement is fair, reasonable, and adequate and in the best interests of the Class and to determine the appropriate amount of compensation for Class Counsel and rule on the request for service awards for the Representative Plaintiff. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. After the hearing, the Court will decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THIS HEARING TO BENEFIT FROM THIS SETTLEMENT. The hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This Notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website at **www.HCFDataSettlement.com**.

If you have any questions, you can contact the Claims Administrator or Class Counsel at the numbers or email addresses set forth above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.
They are not permitted to answer your questions.

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