Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

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**

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined below): Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman, (collectively, "Plaintiffs"), individually and on behalf of the Settlement Class (defined below), by and through their counsel ("Proposed Settlement Class Counsel" or "Class Counsel") and HCF Management, Inc., HCF of Corry, Inc., doing business as Corry Manor, HCF of Fairview, Inc., doing business as Fairview Manor, and HCF of Shawnee, Inc., doing business as Shawnee Manor (collectively "HCF" or "Defendants," and collectively, with Plaintiffs the "Parties") by and through their counsel. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

Plaintiffs allege that on September 17, 2024, a targeted cyberattack and data breach occurred on Defendants' network, resulting in the unauthorized access of some personal

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

information entrusted to the Defendants by Plaintiffs and Class Members. Plaintiffs allege that the unauthorized third party gained access to their Social Security numbers, dates of birth, financial account numbers, medical information, and insurance information (collectively, "Private Information").

Plaintiff Apthorp filed a Class Action Complaint against Defendants HCF Management, Inc. and HCF of Corry, Inc. on January 16, 2025, in the United States District Court for the Northern District of Ohio. Plaintiff Bruce filed this action in this Court on January 17, 2025. Plaintiff Apthorp voluntarily dismissed the case in the Northern District on February 27, 2025. An Amended Complaint was filed in this Court on February 27, 2025, adding Plaintiffs Apthorp and Kuhlman to this action, and also naming the four Defendants (the "Litigation"). Following a joint motion to stay the Litigation pending mediation, the Parties participated in a mediation session on July 16, 2025, with Ret. United States District Judge John W. Thornton. The mediation was not immediately successful, but the Parties continued to negotiate zealously and at arms'-length over the next several months. The Parties were since able to reach an agreement as memorialized in the terms of this Settlement Agreement ("Settlement Agreement").

On January 22, 2026, the Parties filed a Joint Notice of Settlement.

Pursuant to the terms delineated below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against the Defendants and the Released Persons (as defined below) relating to the Data Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members.

II. CLAIMS OF REPRESENATIVE PLAINTIFFS AND BENEFITS OF SETTLING

Plaintiffs feel strongly that the claims asserted in this Litigation, as set forth in the Class Action Complaints, have merit. However, Plaintiffs and Class Counsel are aware of the expense,

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

length of continued litigation, and uncertain outcome of further litigation at this time, particularly given the complex nature of this class action. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have concluded that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendants deny the claims and contentions alleged against them in the Litigation. Defendants deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Defendants have considered the uncertainty and risks inherent in any litigation. Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class Members, Proposed Settlement Class Counsel, and Defendants that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. **Settlement Structure:** The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Valid Claim to the Claims Administrator.

2. **Settlement Class Definition:** The Settlement Class Members shall include "All persons whose PII was compromised in the Data Incident experienced by Defendants in September 2024." Excluded from the Class are Defendants and their affiliates, parents, subsidiaries, officers, agents, and directors, the judge(s) presiding over this matter and the clerks of said judge(s), and anyone who validly excludes themselves from the Settlement.

3. **Additional Definitions:** As used in this Settlement Agreement, the following terms have the meanings specified below:

3.1. "**Agreement**" or "**Settlement Agreement**" means this agreement and all its attachments and exhibits, which the Settling Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.

3.2. "**Claim Form**" means the form that will be used by Settlement Class Members to submit a Settlement Claim to the Claims Administrator and that is substantially in the form as shown in **Exhibit A** to this Settlement Agreement.

3.3. "**Claims Administration**" or "**Settlement Administration**" means the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

3.4. "**Claims Administrator**" or "**Settlement Administrator**" means Simpluris, Inc. a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

3.5. "**Claims Deadline**" means the postmark and/or online submission deadline for Settlement Claims pursuant to Section 4.2, which shall be ninety (90) days after the

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Notice Commencement Date.

3.6. "**Class Counsel**" or "**Proposed Class Counsel**" are Spencer D. Campbell and Terence R. Coates of Markovits, Stock & DeMarco, LLC.

3.7. "**Costs of Claims Administration**" means all actual costs associated with or arising from Claims Administration.

3.8. **"Court"** means the Court of Common Pleas, Allen County, Ohio, and the Judge(s) assigned to the Litigation.

3.9. "**Data Incident**" means the security incident experienced by Defendants on September 17, 2024, in which an unauthorized user accessed Defendants' network and computer systems and allegedly accessed the personal information of Plaintiffs and the Settlement Class.

3.10. **"Defendants' Counsel"** means Starr Drum, Andrea Porterfield, and Tyler Anders of Polsinelli, P.C.

3.11. "**Effective Date**" means the first date by which all of the events and conditions specified in Section 3.12 below have occurred and been met.

3.12. "**Final**" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (iii) if an objection to the settlement has been submitted by a member of the Settlement Class found by the Court to have standing to object and (iv) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

3.13. **"Final Approval Order"** means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes any orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Proposed Settlement Class Counsel.

3.14. "**Judgment**" means a judgment rendered by the Court.

3.15. "**Long Notice**" means the long form notice of settlement to be posted on the Settlement Website (as defined below) and sent via email to Settlement Class Members, substantially in the form as shown in **Exhibit B** to this Settlement Agreement.

3.16. "**Notice Date**" or "**Notice Commencement Date**" means thirty (30) days after the entry of the Preliminary Approval Order.

3.17. "**Objection Date**" means the date by which Settlement Class Members must file with the Court through the Court's electronic case filing ("ECF") system and mail to Class Counsel and Defendants' Counsel their objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be seventy-four (74) days after the Notice Commencement Date.

3.18. "**Opt-Out Date**" means the date by which Settlement Class Members must mail to the Claims Administrator their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be seventy-four (74) days after the Notice Commencement Date.

3.19. "**Person**" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

3.20. **"Preliminary Approval Order**" means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit C**.

3.21. "**Released Claims**" shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, *et seq.*, and all similar statutes in effect in any states in the United States; any claims under Ohio common law for invasion of privacy or intrusion upon seclusion and all similar statutes or recognized causes of action in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty;

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the alleged access to and/or exfiltration of personal information related to the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

3.22. "**Released Persons**" means Defendants and their Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

3.23. "**Related Entities**" means Defendants' respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

3.24. "**Settlement Claim**" means a claim for settlement benefits made under the terms of this Settlement Agreement in Section 4.2 below.

3.25. **"Settlement Class Member(s)"** means all persons meeting the definition of the Settlement Class.

3.26. "**Settling Parties**" means, collectively, Defendants and Plaintiffs, individually and on behalf of the Settlement Class.

3.27. "**Unknown Claims**" means any of the Released Claims that any Settlement Class Member, including any Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs acknowledge that the releases contained in this Settlement Agreement may extend to claims that they do not know or suspect to exist in their favor at the time of the release of such claims. Plaintiffs hereby expressly waive any and all provisions, rights and benefits conferred under any law of the United States or any state or territory of the United States, or principle of common law, that protects them from releasing any claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of such claims, which if known by it might have materially affected their decision to enter into this Settlement Agreement. The claims released herein shall be deemed to be fully, finally and forever settled and released under the terms of this Settlement Agreement without regard to the subsequent discovery or existence of facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

3.28. "**Valid Claims**" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

3.29. "**Short Notice**" means the short notice of the proposed class action settlement, substantially in the form as shown in **Exhibit D** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website where

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

recipients may view the Long Notice, pre-register for Credit Monitoring and make a claim for monetary relief. The Short Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Approval Hearing (as defined below).

3.30. "**United States**" as used in this Settlement Agreement includes the District of Columbia and all territories.

4. **Settlement Benefits**

4.1. Credit Monitoring: All Class Members will be eligible to claim three (3) years of single-bureau credit monitoring services that include $1,000,000 in fraud insurance. Class Members may select this benefit in addition to any monetary benefits for which they are eligible.

4.2. Monetary Recovery: Class Members will be eligible to make claims for monetary recovery ("Settlement Claims") set forth in detail below.

4.2.1. Compensation for Out-of-Pocket Losses, Lost Time, and Extraordinary Losses: Defendants agree to make available the following compensation for Class Members who submit Valid Claims and Claim Forms and support those claims with appropriate documentation. Claims will be subject to review for completeness and plausibility by the Claims Administrator, and both Settlement Class Members submitting claims and Defendants will have the opportunity to seek review by a third-party claims referee, to be mutually agreed upon by the Settling Parties, if they dispute the Claim Administrator's initial determination.

4.2.1.1. Compensation for Out-of-Pocket Losses: Defendants will provide compensation for ordinary documented out-of-pocket losses, up to a total for $400.00 per person, upon submission of a claim, such as the following losses: out of pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between September 17, 2024, and the Claims Deadline.

4.2.1.2. <u>Compensation for Lost Time:</u> Up to four (4) hours of lost time at $20.00 per hour ($80.00 total) for any time spent in relation to the Data Incident. Claims for lost time must be supported by an attestation that any time for which a Class Member seeks compensation was spent in relation to the Data Incident. Class Members must select one or more of the descriptions from a list identifying what they spent time on as a result of the Data Incident (*i.e.*, checking credit reports, checking bank and credit account, freezing credit, etc.).

4.2.1.3. <u>Compensation for Extraordinary Losses:</u> Defendants will provide up to $4,000.00 in compensation to each Settlement Class Member submitting a claim for documented extraordinary losses if:

a. The loss is an actual, documented, and unreimbursed monetary loss of an extraordinary nature such as (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 theft or 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; and (ix) professional fees (such as for an accountant or attorney).

b. The loss is fairly traceable to the Data Incident.

c. The loss occurred during the time period after the Data Incident and before the Claim Deadline. The loss is not already covered by one or more of the Ordinary Loss 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.

4.2.2. Alternative Cash Payment: As an alternative to seeking compensation for Ordinary Losses, lost time, and/or Extraordinary Losses, each Class Member may choose to receive a cash payment of $35.00. Class Members may submit valid claims for Credit Monitoring in addition to the Alternative Cash Payment.

5. **Disputed Claims:** If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims

referee shall make a final decision within thirty (30) days of receipt of all supplemental information requested.

6. **Objection Procedures:** Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date, as defined in Section 3.17. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number, (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of one of the Data Incidents, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector's signature (an attorney's signature is not sufficient). To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, to Proposed Settlement Class Counsel. The objector or his or her counsel may also file an objection with the Court through the Court's ECF system, with service on Proposed Settlement Class Counsel and Defendants' Counsel made through the ECF system. For all objections mailed to Proposed Settlement Class Counsel and Defendants' Counsel, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under applicable Ohio Rules of Civil Procedure and not through a collateral attack

7. **Opt-Out Procedure:** Each Person wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date, as defined in Section 3.19.

All Persons who submit valid notices of their intent to opt-out of the Settlement Class, as set forth above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

Within seven (7) days after the Opt-Out Date, the Claims Administrator shall notify Defendants' Counsel of the number and identity of the persons opting out.

8. **Settlement Administration Fees:** Defendants will pay the entirety of the Costs of Claims Administration, including the cost of notice to Settlement Class Members as discussed in section 9 below and in accordance with the Preliminary Approval Order.

9. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice to the Settlement Class

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Members. Notice shall be provided by the Claims Administrator as follows:

9.1. *Class Member Information*: No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendants shall provide the Claims Administrator with the name and last known physical address of each Settlement Class Member (collectively, "Class Member Information") that Defendants possess.

9.2. The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

9.3. *Settlement Website:* Prior to the dissemination of the Class Notice, the Claims Administrator shall establish a settlement website after obtaining the Parties' agreement to the name/URL ("Settlement Website"). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Agreement; (v) the Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

9.4. *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order ("Notice Commencement Date") and to be substantially completed not later

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows:

9.4.1. Via mail to the postal addresses in Defendants' possession of the Settlement Class Members who are current or former patients of Defendants. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;

9.4.2. In the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

9.4.3. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

(7) days of receiving such information. This shall be the final requirement for mailing.

9.5. *Long Notice*: Within thirty (30) days after the entry of the Preliminary Approval Order ("Notice Commencement Date") and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows:

9.5.1. Via email to the email addresses of the Settlement Class Members who are current or former employees of Defendants. The Long Notice shall be sent to all employee Settlement Class Members via two (2) additional reminder emails: once thirty (30) days prior to the Claims Deadline, and once ten (10) days prior to the Claims Deadline.

9.6. Publishing, no later than one (1) day before the Notice Commencement Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website until the Claims Deadline.

9.7. The Claims Administrator will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request.

9.8. Contemporaneously with seeking final Court approval of the Settlement, Proposed Settlement Class Counsel and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

9.9. The Short Notice, Long Notice, and other applicable communications to the Settlement Class Members may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval. The Settlement Administration and notice process shall commence within thirty (30) days after entry of the Preliminary Approval Order.

9.10. Proposed Settlement Class Counsel and Defendants' Counsel shall request that after notice is completed the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.

9.11. Defendants will also cause the Claims Administrator to provide (at Defendants' expense) adequate notice.

9.12. In the event that less than three percent (3%) of Class Members have submitted claims within forty-five (45) days of the initial notice deadline, a postcard reminder notice will be sent to all individuals who have not submitted a claim.

10. **<u>Release:</u>** Settlement Class Members, including Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but nevertheless Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment, upon the Effective Date, fully, finally and forever settled and released Defendant, all Released Persons, and all Released Entities from any and all Released Claims. The Plaintiffs and Defendants acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. Further,

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

the Plaintiffs and Settlement Class Members covenant and agree that they shall not hereafter seek to establish liability against Defendants, Released Persons and/or Related Entities in whole or in part on any Released Claim. Notwithstanding any term herein, neither Defendants nor its Related Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

11. **<u>Claims Period:</u>** The Parties agree that the period for filing claims will be set at a date certain at no more than ninety (90) days from the date that notice is mailed to the Settlement Class Members.

12. **<u>Service Award to Named Plaintiffs:</u>** Subject to Court approval, Defendants agree to pay an award to each named Plaintiff that shall be separate and apart from any other sums agreed under Section 4 ("Service Award"). The amount of the Service Award to be paid to each of the named Plaintiffs is $1,500.00, for a total of $4,500.00 in Service Awards. These Service Awards were not discussed or negotiated until all other substantive terms for the Class Action settlement were finalized and agreed upon.

13. **<u>Attorneys' Fees:</u>** It is agreed and understood that attorneys' fees and reimbursement of expenses will be paid above and beyond the class compensation outlined above and will not impact the amount of compensation allocable to the Settlement Class Members. Although the final award of any attorneys' fees and expenses is subject to Court approval, Defendants agree not to oppose any request for attorneys' fees and expenses up to $210,000.00. These Attorneys' Fees and reimbursed expenses were not discussed or negotiated until all other substantive terms for the Class Action settlement were finalized and agreed upon.

14. **<u>Order of Preliminary Approval and Publishing of Notice of Final Approval</u>**

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

<u>Hearing</u>: As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendants shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form substantially similar to **Exhibit C** in both terms and cost, requesting, *inter alia:*

14.1. Certification of the Settlement Class;

14.2. Preliminary approval of the Settlement Class as set forth herein;

14.3. Appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;

14.4. Appointment of Plaintiffs as Class Representatives;

14.5. Approval of the Short Notice to be emailed or mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit D** this Settlement Agreement;

14.6. Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the parties' respective litigation positions, statements that the settlement and notice of settlement are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Approval Hearing;

14.7. Approval of a Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as **Exhibit A** to this Settlement

Agreement; and

14.8. Appointment of Simpluris, Inc. as the Claims Administrator.

15. **Motion for Attorneys' Fees, Costs, and Service Awards and the Approval Hearing:** Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards, which will be filed fourteen (14) days before the Objection Date and Opt-Out Date.

The Court will conduct the Final Approval Hearing after the Claims Deadline. At the Final Approval Hearing, the Court will consider whether the Settlement, including execution of notice to the Class and the claims administration, is fair, reasonable, and adequate. At least seven (7) days before the Final Approval Hearing, Class Counsel will file a Motion for Final Approval.

16. **Final Approval and Distribution of Settlement Funds:** Not later than thirty (30) days after the Effective Date, Defendants will pay all approved Service Awards, Attorneys' Fees and Expenses, Settlement Administration Fees, and the Settlement Payments.

17. **Conditions of Settlement, Effect of Disapproval, Cancellation or Termination:** Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

17.1. The Court has entered the Judgment granting final approval to the settlement as set forth herein; and

17.2. The Judgment has become Final, as defined in Section 3.13.

If all conditions specified in Sections 17.1 and 17.2 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 17.4 unless Proposed Settlement Class Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement Agreement.

17.3. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to Defendants' Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

17.4. In the event that the Settlement Agreement or the releases set forth in Sections 17.1 and 17.2 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, the Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to Sections 5 and 9 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

18. **Settlement Subject to Confirmatory Discovery:** Defendants agree to provide confirmatory discovery on establishing the appropriateness of the settlement terms as contemplated under Fed. R. Civ. P. 23(b)(1) and any Ohio equivalent.

19. **Miscellaneous Provisions**

19.1. Claimants seeking documented losses must declare if they were a Medicare beneficiary during the time period of September 2024 through the date of submission of the Claim Form and are seeking benefits related to emotional distress. If so, such Claimants may have to provide additional information necessary for Medicare reporting requirements.

19.2. The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

19.3. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

19.4. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19.5. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

19.6. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

19.7. This Settlement Agreement, including all exhibits hereto, contains the entire understanding between the Defendants and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between the Defendants and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Defendants and Plaintiffs.

19.8. Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

19.9. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

19.10. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

19.11. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

19.12. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio.

19.13. All dollar amounts are in United States dollars (USD).

19.14. If a Settlement Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendants shall have no obligation to

make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

19.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Plaintiffs:

Amber Bruce
_____________________________ Date: 05/01/2026
Amber Bruce

_____________________________ Date: _______
Jesse Apthorp

_____________________________ Date: _______
David Kuhlman

Proposed Class Counsel:

_____________________________ Date: _______
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Defendants' Counsel:

_____________________________ Date: _______
Starr Drum
Polsinelli, P.C.

make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

19.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Plaintiffs:

______________________________ Date: _______
Amber Bruce

Jesse Apthorp
______________________________ Date: 05/01/2026
Jesse Apthorp

______________________________ Date: _______
David Kuhlman

Proposed Class Counsel:

______________________________ Date: _______
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Defendants' Counsel:

______________________________ Date: _______
Starr Drum
Polsinelli, P.C.

make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

19.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Plaintiffs:

____________________________ Date: _______
Amber Bruce

____________________________ Date: _______
Jesse Apthorp

David Kuhlman
David Kuhlman (May 1, 2026 16:13:54 EDT) Date: 05/01/26
David Kuhlman

Proposed Class Counsel:

Terence R. Coates Date: _5/16/2026______
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Defendants' Counsel:

____________________________ Date: _______
Starr Drum
Polsinelli, P.C.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

19.15. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Plaintiffs:

______________________________ Date: _______
Amber Bruce

______________________________ Date: _______
Jesse Apthorp

______________________________ Date: _______
David Kuhlman

Proposed Class Counsel:

______________________________ Date: _______
Terence R. Coates
Markovits, Stock & DeMarco, LLC

Defendants' Counsel:

Signed by:
Starr Drum
4FE14C6D16094AF...
______________________________ Date: 5/6/2026
Starr Drum
Polsinelli, P.C.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Defendants:

Signed by:

Ryan Steckschulte

8C80009628144AD...

HCF Management, Inc.

Date: 5/11/2026

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Defendants to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Date	+104 days from Preliminary Approval
Opt-Out Date	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
Final Approval Hearing	__________________________ (at least +150 days from Preliminary Approval)
Motion for Final Approval	-7 days before Fairness Hearing

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

EXHIBIT

A

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

CLAIM FORM

***Bruce et al. v. HCF Management, Inc.*, Case No. CV 2025 0019**
(Allen County Court of Common Pleas, Ohio)
SUBMIT BY ------------------------, 2026
ONLINE AT WWW.________________________.COM
OR MAIL TO:

HCF Management Settlement Administrator
[address block]
[Toll free number]
info@[case url].com

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if your personal information was maintained on HCF Management's computer systems and/or network that was compromised in the Data Incident experienced by Defendants on or about September 17, 2024.

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than DD,MM, 2026.**

Monetary Compensation

Lost Time: All Members of the Class may submit a Claim for Lost Time at a rate of $20/hour if at least one hour of time was spent in response to the Data Incident, remedying fraud, identity theft, or other alleged misuse of personal information traceable to the Data Incident or spent on preventative and remedial measures to protect personal information that are traceable to the Data Incident. You may claim up to 4 hours of lost time at $20 per hour ($80.00 maximum) under this settlement benefit.

I attest that I spent (circle one if applicable) 1 2 3 4 hours

I spent the time claimed above on the following task(s) (check all that apply):

□ Monitoring accounts and/or credit □ Communicating with financial institutions

□ Replacing credit or debit cards □ Calling customer service lines

□ Filling out police reports □ Other: ____________________________

I swear and affirm that I spent the amount of time noted in response to HCF Management's September 17, 2024 data security incident.

______________________________ ______________
Signature Date

Verified Out-of-Pocket Expenses: I am submitting a claim for monetary losses in the amount of $______________on account of out-of-pocket expenses and/or Extraordinary Losses I incurred as a result of the Data Incident. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting your claim. This can include receipts or other documentation not "self-prepared" by you. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The settlement administrator may contact you for additional information before processing your claim. If you do not have information supporting your claim for out-of-pocket expenses, you likely will not receive compensation for this settlement benefit. Any monetary compensation you may receive under the settlement is capped at $400.00 for documented out-of-pocket losses and $4,000.00 for documented extraordinary losses.

Please provide copies of any receipts, bank statements, reports, or other documentation supporting your claim. You may mark out any information that is not relevant to your claim before sending in the documentation. This can include receipts or other documentation not "self-prepared" by you. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The settlement administrator may contact you for additional information before processing your claim.

Description of the unreimbursed, out-of-pocket loss occurred, and the documents attached to support this claim:

____

____

____

____

____

Please sign below indicating that you are submitting this Claim for monetary losses and your representations of these losses are true and correct to the best of your knowledge and belief, and are being made under penalty of perjury

______________________________ ______________
Signature Date

Alternative Cash Payment

Alternative Cash Payment: As an alternative to seeking reimbursement for lost time, out-of-pocket costs, or extraordinary damages, I am submitting a claim for an alternative cash payment in the form of $35.00.

Please sign below indicating that you are submitting this Claim for an alternative cash payment.

______________________________ _______________
Signature Date

Credit Monitoring

Members of the Settlement Class are eligible for three (3) years of credit monitoring

________ By initialing here, I certify I am a Member of the Settlement Class (defined as: All persons whose PII was compromised in the Data Incident experienced by Defendants in September 2024) and I request the free three years of credit monitoring services that includes $1,000,000.00 in fraud insurance and is available in addition to any monetary compensation.

Claimant Information

____
Full Name of Class Member

____
Unique Identifier
(Can be found on the postcard or Email Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator.)

____
Street/P.O. Box City State Zip Code

____
Phone Number

____
Email Address

____
Signature

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

EXHIBIT

B

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

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 ___________ __, 2026	If you submit a Claim Form by **_____ ___, 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 __________ ___, 2026	You will receive no benefits, but you will retain your legal claims against the Defendants.
OBJECT BY __________ ___, 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 __________ ___, 2026	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 __________ ___, 2026. Each Class Member may only submit one claim form.

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.__________.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.__________.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** ___________2026, to:

Simpluris, Inc.
[ADDRESS]

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 the Objection Date, 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 **___________, 2026 at _____ __.m.** in 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.

www.____________________.com

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

EXHIBIT

C

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

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**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman (collectively, "Plaintiffs"), and Defendants HCF Management, Inc., HCF of Corry, Inc., doing business as Corry Manor, HCF of Fairview, Inc., doing business as Fairview Manor, and HCF of Shawnee, Inc., doing business as Shawnee Manor (collectively "HCF" or "Defendants," and collectively, with Plaintiffs the "Parties"). After conducting a fairness hearing related to this unopposed request for preliminary approval on _________, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement, including the proposed notice plan and forms of notice to the Class, the appointment of Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman as the Class Representatives, the appointment of Terence R. Coates and Spencer D. Campbell of Markovits Stock & DeMarco, LLC as Class Counsel, the approval of Simpluris, Inc. as the Claims

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve, for settlement purposes, the following Class:

> **Settlement Class: All persons whose PII was compromised in the Data Incident experienced by Defendants in September 2024.**

Excluded from the Class are Defendants and their affiliates, parents, subsidiaries, officers, agents, and directors, as well as the judge(s) presiding over this matter and the clerks of said judge(s), and anyone who validly excludes themselves from the Settlement.

3. Based on the information provided: the Class is ascertainable; it consists of roughly 77,000 Class Members, satisfying numerosity; there are common questions of law and fact including whether Defendants failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Amber Bruce, Jesse Apthorp, and David Kuhlman as the Class Representatives.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

5. The Court appoints Terence R. Coates and Spencer D. Campbell of Markovits, Stock & DeMarco, LLC as Class Counsel for the Class.

6. The Court appoints Simpluris, Inc. as the Claims Administrator.

7. A Final Approval Hearing shall be held to before the Court on _______________ at _____ _.m. for the following purposes:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;

b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;

c. To determine whether the notice plan conducted was appropriate;

d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;

e. To determine whether the requested Class Representative Service Awards of $1,500.00 each to Representative Plaintiffs ($4,500.00 total) and Class Counsel's combined attorneys' fees, litigation costs and expenses in the amount of $210,000.00 should be approved by the Court;

f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,

g. To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content, the Class Notice (including the Claim Form). Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as noted in §§ 9.4.1, 9.4.2, 9.4.3, 9.4.4, and 9.5. of the Settlement Agreement and finds that such notice plan

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

meets the requirements of Civ.R. 23 and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following Timeline for the purposes of conducting the notice plan, settlement administration, claims processing, and other execution of the proposed Settlement:

Grant of Preliminary Approval	
Defendants to Provide Class List	+14 days from Preliminary Approval
Settlement Website activated	+30 days from Preliminary Approval
Notice Date	+30 days from Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+90 days from Preliminary Approval
Objection Date	+104 days from Preliminary Approval
Opt-Out Date	+104 days from Preliminary Approval
Claims Deadline	+120 days from Preliminary Approval
Final Approval Hearing	______________________________ (at least +150 days from Preliminary Approval)
Motion for Final Approval	-7 days before Fairness Hearing

10. For a claim to be timely under the Settlement, a Claim Form must be either submitted or received by the Settlement Administrator no later than 120 days after the Preliminary Approval Date. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Class Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be received no later than 104 days after the date of Preliminary Approval. Any request to opt out of the Settlement should, to the extent possible, contain words or phrases such as "opt-out," "opt out," "exclusion," or words or phrases to that effect indicating an intent not to participate in the

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

settlement or be bound by this Agreement) to the Claims Administrator and/or Class Counsel. Opt-Out notices shall not be rejected simply because they were inadvertently sent to the Court or Class Counsel so long as they are timely postmarked or received by the Court or Defendants' Counsel. Members of the Class who seek to opt out shall receive no benefit or compensation under this Agreement.

12. Class Members may submit an objection to the proposed Settlement under Ohio Rule of Civil Procedure 23(E)(5). For an Objection to be valid, it must be filed with the Court or postmarked and mailed to the Settlement Administrator within 104 days of Preliminary Approval and include each and all of the following:

a. the objector's full name and address;

b. the case name and docket number;

c. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of one of the Data Incidents, or a statement explaining why the objector believes he or she is a Settlement Class Members);

d. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;

e. the identity of any and all counsel representing the objector in connection with the objection;

f. a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and

g. the objector's signature or the signature of the objector's duly authorized attorney

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

or other duly authorized representative (if any) representing him or her in connection with the objection.

Any Objection failing to include the requirements expressed above will be deemed to be invalid. Furthermore, any Class Member objecting to the Settlement agrees to submit to any discovery related to the Objection.

13. All Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly requested exclusion from the Class. The persons and entities who timely and validly requested exclusion from the Class will be excluded from the Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to HCF Management in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Settled Claims against HCF Management.

15. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Class Members, and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Class.

IT IS SO ORDERED.

____

Judge Jeffrey L. Reed

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

Allen County Court of Common Pleas

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

EXHIBIT

D

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

HCF Management
c/o Settlement Administrator
[Address Block]

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

NOTICE OF CLASS ACTION SETTLEMENT

If you received services from HCF Management or were employed by HCF Management, you may be entitled to submit a claim for monetary compensation and credit monitoring

www.____.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

WHO IS A CLASS MEMBER?

In t [illegible] (Allen Cty. Ohio Court of Common Pleas), you are a class member if your Private Information was compromised in the Data Incident suffered by HCF Management on or about September 17, 2024 (the "Settlement Class").

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Settlement Class Members who timely submit a valid Claim may receive compensation for time spent responding to the Data Incident at $20 per hour capped at 4 hours ($80) and up to $400 for qualified out-of-pocket losses with documentation and up to $4,000 for qualified extraordinary damages incurred as a result of the Data Incident with documentation. Alternatively, Class Members may claim a $35 alternative cash payment. All Class Members are eligible to receive, at no cost, three years of single-credit bureau monitoring with at least $1,000,000 in credit and identity fraud insurance regardless of which form of monetary compensation, if any, they claim.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a settlement payment and/or extended credit monitoring, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at www.______.com ("Settlement Website"). Your Claim Form must be postmarked or submitted online no later than ______, **2026**. Simpluris, Inc. is the Settlement Administrator.

Pre-Register: You may visit the Settlement Website at www.________.com to pre-register for Credit Monitoring,

Opt Out. You may exclude yourself from the settlement and retain your ability to sue HCF on your own by mailing a written request for exclusion to the Settlement Administrator that is post marked no later than ______, **2026**. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the settled claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed, postmarked no later than __________, **2026**, and provide the reasons for the objection. Please visit Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive a Settlement Payment and will lose the right to sue regarding any issues relating to this action. You will be bound by the Court's decisions.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing on _____, 2026 at [time].** All persons who timely object to the settlement by ____,2026may appear at the Final Approval Hearing.

Who is the class representative? Amber Bruce, Jesse Apthorp, and David Kuhlman are the plaintiffs and class representatives in this lawsuit. They have remained engaged in representing the class's interests during this litigation and reviewed [illegible] the proposed settlement.

Who are the attorneys for the plaintiffs and the proposed class? Class Counsel are Terence R. Coates and Spencer D. Campbell of Markovits, Stock & De Marco, LLC, 119 E. Court Street, Suite 530, Cincinnati, OH 45202. These attorneys have substantial experience handling class action lawsuits and are well known and respected by courts and counsel throughout the United States for handling data breach class actions.

Do I have any obligation to pay attorneys' fees or expenses? No. The attorneys' fees and expenses will be paid exclusively by the Defendants and are awarded and approved by the Court. The attorneys' fees and expenses will be in an amount not to exceed $210,000. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed with the Court.

When is the Final Approval Hearing? The final approval hearing, where the Court will determine if the settlement is fair, reasonable, and adequate, will be conducted on _______ **2026** at [time].

Who is the Judge overseeing this settlement? Judge Jeffrey L. Reed, Allen County Ohio Court of Common Pleas.

Where may I locate a copy of the settlement agreement, learn more about the case, or find more information about submitting a Claim? www._____.com**.**

*** Please note that if you wish to submit a claim for compensation for out-of-pocket expenses or extraordinary damages, you will likely need to submit your claim online so you may attach all information necessary to support your request for payment for such out-of-pocket expenses. If you wish to receive payment just for your lost time (up to 4 hours at $20 per hour for a cap of $80) and/or for credit monitoring, the attached tear off claim form should suffice. A longer version of the Claim Form may be accessed on the Settlement Website.

This Notice is a summary of the proposed settlement.

Docusign Envelope ID: 609E50A9-A968-4DF3-8D19-40FDE7413D54

BRM
Postage

Bruce, et al. v. HCF
Management, Inc., et al.
c/o Settlement Administrator
[Address Block]

Member ID: <<Refnum>>

CLAIM FORM

To submit a claim for Credit Monitoring and/or an Alternative Cash Payment, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than _______ ___ 2026**. You may claim both the Credit Monitoring and Alternative Cash Payment or one or the other through this Claim Form. Please complete the claim form for each category of benefits that you would like to claim. **You may claim one or both options.**

Note: Claims for Lost Time, Out-of-Pocket Losses, and Extraordinary Losses require either a separate attestation or supporting documentation and therefore must be submitted online at www.SettlementWebsite.com or mailed to the Settlement Administrator with a separate Claim Form.

Contact Information (*Please fill in completely.*)

Name: ____ Email Address: ___________________________

Address : ____

City, State, Zip Code:____

Credit Monitoring

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim three (3) years of credit monitoring and identity theft protection at no cost to me. ☐

Alternative Cash Payment

Would you like to receive a $35 alternative cash payment? **Yes** **No**

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: ________________________________ Date (mm/dd/yyyy): ______________Print Name: ___________

The deadline to submit this form is **[__________ ____], 2026** Questions? Visit www.SettlementWebsite.com or call (__) __________