

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If EMS LINQ, LLC Notified You of a Data Incident, You May be Eligible For Benefits From a Class Action Settlement

This is not a solicitation from a lawyer, junk mail, or an advertisement. A court authorized this Notice.

- A proposed Settlement has been reached in a class action lawsuit known as *Connor Law v. EMS LINQ, LLC*, Case No. 1:24-cv-01533 (W.D. Tex.) (“Lawsuit”), filed in the United States District Court for the Western District of Texas, Austin Division.
- This Lawsuit arises out of the unauthorized access to LINQ’s systems and certain files containing sensitive and/or personal information of employees and students of LINQ’s school district customers, including, but not limited to, names, addresses, dates of birth, bank account information, and Social Security numbers, which occurred between September 12, 2023 and May 13, 2024 (“Data Security Incident”).
- All Settlement Class Members can receive the following benefits from the Settlement: (1) compensation for up to \$500.00 for Documented Ordinary Losses, (2) compensation for up to \$2,500.00 for Documented Extraordinary Losses; and (3) in lieu of submitting a claim for Documented Extraordinary Losses or Documented Ordinary Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment of \$50.00. LINQ also agrees to provide Information Security Improvements.
- All Settlement Class Members shall also have the ability to claim one (1) year of credit monitoring with three bureaus.
- You are included in this Settlement as a Settlement Class Member if you were sent written notification that your Personal Information was potentially accessed, viewed, and/or obtained as a result of the Data Security Incident which occurred between September 12, 2023 and May 13, 2024.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

| | |
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| Submit a Claim and/or Receive Credit Monitoring | <p>You must submit a Valid Claim to get benefits from this Settlement.</p> <p>The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at https://www.LINQDataIncident.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p> |
| Do Nothing | <p>If you do nothing, you remain in the Settlement.</p> <p>You give up your rights to sue and you will not get any money.</p> |
| Exclude Yourself | <p>Get out of the Settlement. Get no money. Keep your rights.</p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement.</p> <p>Your request to exclude yourself must be postmarked no later than May 29, 2026.</p> |
| File an Objection | <p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than May 29, 2026.</p> |
| Go to a Hearing | <p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for June 23, 2026 at 9:00 a.m., CT</p> |

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 3-4

1. How do I know if I am affected by the lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits..... Pages 4-5

6. What does this Settlement provide?
7. How to submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

Exclude Yourself Page 6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You Page 6

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement..... Page 7

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Fairness Hearing..... Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing..... Page 8

20. What happens if I do nothing?

Get More Information Page 8

21. How do I get more information about the Settlement?

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were sent written notification that your Personal Information was potentially accessed, viewed, and/or obtained as a result of the Data Security Incident which occurred between September 12, 2023 and May 13, 2024.

The Settlement Class specifically excludes: (i) LINQ, the Related Entities, and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other Person 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 Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Connor Law v. EMS LINQ, LLC*, Case No. 1:24-cv-01533 (W.D. Tex.), filed in the United States District Court for the Western District of Texas, Austin Division. The individual who sued is called the “Plaintiff” and the company he sued, EMS LINQ, LLC (“LINQ”), is known as the “Defendant” in this case. LINQ will be called “Defendant” in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Personal Information was potentially accessed, viewed, and/or obtained as a result of the Data Security Incident.

This Lawsuit arises out of the unauthorized access to LINQ’s systems and certain files containing sensitive and/or personal information of employees and students of LINQ’s school district customers, including, but not limited to, names, addresses, dates of birth, bank account information, and Social Security numbers, which occurred between September 12, 2023 and May 13, 2024 (“Data Security Incident”). After learning of the Data Security Incident, notification was mailed to persons whose Personal Information may have been impacted by the Data Security Incident. Subsequently, this lawsuit was filed asserting claims against LINQ relating to the Data Security Incident. LINQ denies Plaintiff’s claims and denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at <https://www.LINQDataIncident.com>.

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are a Settlement Class Member if you were sent written notification that your Personal Information was potentially accessed, viewed, and/or obtained as a result of the Data Security Incident which occurred between September 12, 2023 and May 13, 2024. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit <https://www.LINQDataIncident.com>, call toll free (844) 341-1254, or write to:

LINQ Data Security Incident Settlement
c/o Settlement Administrator

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Compensation for Documented Ordinary Losses: All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following Documented Ordinary Losses, not to exceed \$500.00 per Settlement Class Member, that were incurred as a result of the Data Security Incident: (i) unreimbursed bank fees; (ii) long distance phone charges; (iii) cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and (vi) gasoline for local travel purchased by Settlement Class Members between September 12, 2023 and the Claims Deadline. Claims for Documented Ordinary Losses may be combined with claims for documented fees for credit reports, credit monitoring or other identity theft insurance products and are subject to the same \$500.00 cap. To receive reimbursement for Documented Ordinary Losses, Settlement Class Members must submit a Valid Claim, including documentation supporting their claims, to the Claims Administrator.

Compensation for Documented Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for Documented Extraordinary Losses, not to exceed \$2,500.00 per Settlement Class Member for documented monetary losses if the loss: (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Security Incident; (iii) occurred between September 12, 2023, and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under Ordinary Losses. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Documented Extraordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance. Settlement Class Members with Documented Extraordinary Losses must submit substantial and plausible documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Documented Extraordinary Losses, but can be considered to add clarity or support for other submitted documentation.

Alternative Cash Payment: In lieu of submitting a claim for Documented Ordinary Losses or Documented Extraordinary Losses, Settlement Class members may submit a claim for an Alternative Cash Payment of \$50.00. This Alternative Cash Payment may be combined with a request for Credit Monitoring. Settlement Class Members electing the Alternative Cash Payment are NOT eligible to claim reimbursement for Documented Ordinary Losses or Documented Extraordinary Losses.

Credit Monitoring: If you would like to sign up for one year of credit monitoring, you may do so before the Claims Deadline on June 29, 2026, by selecting the credit monitoring option on the Claim Form, which will provide one (1) year of monitoring.

Information Security Improvements: LINQ will implement or maintain various additional data security measures. Any costs associated with these security measures will be paid by LINQ separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Claims Administrator and/or a claims referee. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online by June 29, 2026 or postmarked no later than June 29, 2026. You can download a Claim Form at <https://www.LINQDataIncident.com> or you can call the Claims Administrator at (844) 341-1254. The unique Login and Password that were printed on the Notice you received will be required to access the online and paper claim forms.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue LINQ and its 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 regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at <https://www.LINQDataIncident.com>.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$2,500.00 to compensate him for his services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than **May 29, 2026** to:

LINQ Data Security Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9958

Instructions on how to submit a request for exclusion are available at <https://www.LINQDataIncident.com> or from the Claims Administrator by calling (844) 341-1254.

If you exclude yourself, you will not be able to receive any cash benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (defined in the Settlement Agreement) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (defined in the Settlement Agreement) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Leigh S. Montgomery and Jarrett L. Ellzey of the law firm EKSM, LLP (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees, costs, and litigation expenses in an amount not to exceed \$200,000.00. A copy of Class Counsel’s Application for Attorneys’ Fees, Costs, and Expenses will be posted on the Settlement Website, <https://www.LINQDataIncident.com>, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel, and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

Such notice shall state:

- (i) the objector’s full name, address, telephone number, and e-mail address (if any);
- (ii) 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 notice, copy of original notice of the Data Security Incident);
- (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (iv) the identity of any and all counsel representing the objector in connection with the objection;
- (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- (vi) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and
- (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years.

Your Objection must include the case name and docket number, as *Connor Law v. EMS LINQ, LLC*, Case No. 1:24-cv-01533 (W.D. Tex.) (the “LINQ Action”), and be submitted to the Clerk of the Court by First-Class mail, received no later than **May 29, 2026**, to:

U.S. District Clerk’s Office
501 West Fifth Street, Suite 1100
Austin, Texas 78701

In addition, you must mail a copy of your objection to Class Counsel and Defense Counsel, postmarked no later than May 29, 2026:

| CLASS COUNSEL | DEFENSE COUNSEL |
|--|--|
| Jarrett L. Ellzey Leigh S. Montgomery EKSM, LLP 4200 Montrose Blvd., Ste. 200 Houston, TX 77006 | Michelle R. Gomez BAKER & HOSTETLER, LLP 811 Main St Suite 1100 Houston, TX 77002 |

If you do not submit your objection with all requirements, or if your objection is not received by May 29, 2026, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Fairness Hearing at June 23, 2026 at 9:00 a.m., CT via Zoom. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check <https://www.LINQDataIncident.com> for updated information. The hearing may also be held remotely.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Fairness Hearing but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees and Expenses, and more, please visit

<https://www.LINQDataIncident.com> or call (844) 341-1254. You may also contact the Claims Administrator at:

LINQ Data Security Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799-9958

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**