

EXHIBIT A

**STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY SUPERIOR COURT**

KAREN DESMARAIS, KIRI CHAPMAN
on behalf of her minor child P.C.,
ANDREA MAIN, PATRICIA ANSLEY,
CLAIRE WASHBURN, JAMES
WALLEN on behalf of his minor child
A.W., LISA GIGUERE, TOREY
DUGGAN, MICHAEL LEBLANC,
JONATHAN PAQUET, JENNY
HARRINGTON, and SHAWN
HENNESSEY, individually, and on behalf of
all others similarly situated,

Plaintiffs,

vs.

CONCORD ORTHOPAEDICS
PROFESSIONAL ASSOCIATION,

Defendant.

CASE No. 217-2025-CV-00292

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, Karen Desmarais, Kiri Chapman on behalf of her minor child P.C., Andrea Main, Patricia Ansley, Claire Washburn, James Wallen on behalf of his minor child A.W., Lisa Giguere, Torey Duggan, Michael Leblanc, Jonathan Paquet, Jenny Harrington, and Shawn Hennessey, on behalf of themselves and the Settlement Class, and Defendant, Concord Orthopaedics Professional Association, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

¹ All capitalized terms herein shall have the same meanings as those defined in Section I below.

RECITALS

WHEREAS, Defendant provides comprehensive orthopedic and rheumatology care.

WHEREAS, as a pre-condition of receiving medical treatment from Defendant, Defendant collects, maintains, and stores the personal and sensitive information belonging to Settlement Class Members.

WHEREAS, on November 21, 2024, Defendant became aware of a cybersecurity incident wherein a third party unlawfully breached the third-party software Defendant uses for patient registration and appointment intake and gained access to the Private Information belonging to thousands of individuals. The impacted information included names, dates of birth, Social Security numbers, appointment information, health insurance information, and driver's license or state identification numbers.

WHEREAS, on or about March 25, 2025, Defendant began sending letters notifying the individuals whose Private Information may have been impacted in the Data Breach.

WHEREAS, on April 1, 2025, Kattie Montambeault filed a complaint against Defendant in the Merrimack County Superior Court for the State of New Hampshire, relating to the Data Breach;

WHEREAS, four other cases related to the Data Breach with similar claims and overlapping classes were filed in the same court;

WHEREAS, on April 8, 2025, Plaintiffs Kattie Montambeault, Jonathan Paquet, Andrea Main, Karen Desmarais and Kiri Chapman on behalf of her minor child P.C., and Patricia Ansley filed a Motion to Consolidate the related actions, and on April 9, 2025, the Court granted the Motion to Consolidate the related actions;

WHEREAS, on May 2, 2025, Plaintiffs filed a subsequent Motion to Consolidate to include later filed cases related to the Data Breach, and on May 7, 2025 the Court granted the Motion to Consolidate to include the supplemental plaintiffs.

WHEREAS, on May 27, 2025, Plaintiffs filed their Consolidated Class Action Complaint;²

WHEREAS, on June 24, 2025, the Action was transferred to the Hillsborough County Superior Court-North for the State of New Hampshire by Court Order.

WHEREAS, on July 17, 2025, Defendant filed a Motion to Dismiss Plaintiffs' Consolidated Class Action Complaint;

WHEREAS, on August 18, 2025, Plaintiffs filed their Opposition to Defendant's Motion to Dismiss;

WHEREAS, on September 23, 2025, Defendant filed a Reply in Support of its Motion to Dismiss;

WHEREAS, in an effort to conserve resources for the benefit of those impacted in the Data Breach, the Parties began discussing settlement;

WHEREAS, in connection with their settlement discussions, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Breach, and the specific type of information potentially accessed;

WHEREAS, on December 4, 2025, the Court entered an Order Granting in Part and Denying in Part, the Motion to Dismiss;

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of

² Plaintiff Montambeault was not named as a plaintiff in the Consolidated Complaint, although the Court still lists her in the case name.

liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

I. Definitions

1. “**Action**” means the class action lawsuit entitled: *Montambeault, et al. v. Concord Orthopaedics Professional Association*; Case No. 217-2025-CV-00292 and pending in the Hillsborough County Superior Court-North for the State of New Hampshire.
2. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement,

and all exhibits attached hereto, between the Plaintiffs and Defendant.

3. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

4. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who submit a Claim for any of the following: Cash Payment A – Documented Losses, and Cash Payment B – Lost Time or Cash Payment C – Alternate Cash, under Section III herein.

5. “**Cash Payment A – Documented Losses**” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement. All Settlement Class Members may elect Cash Payment A, and may additionally elect either Cash Payment B or Cash Payment C.

6. “**Cash Payment B – Lost Time**” means the cash compensation that Settlement Class Members who spent time undertaking remedial measures necessitated by the Data Breach may elect under the Settlement. Settlement Class Members who submit a claim for Cash Payment B cannot receive Cash Payment C.

7. “**Cash Payment C – Alternate Cash**” means the cash compensation that Settlement Class Members may elect under the Settlement as an alternative to Cash Payment B.

8. “**Claim**” means the submission of a Claim Form by a Claimant.

9. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

10. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

11. “**Claim Form Deadline**” shall be 15 days following the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

12. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims.

13. “**Class Counsel**” means: Leanna A. Loginov of Shamis & Gentile, P.A.

14. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names, current addresses, and last known telephone numbers.

15. “**Class Representatives**” means those Plaintiffs the Court approves as representatives of the Settlement Class.

16. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs in this Action on May 27, 2025.

17. “**Court**” means the Hillsborough County Superior Court-North for the State of New Hampshire, and the Judge(s) assigned to the Action.

18. “**Data Breach**” means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that Defendant discovered on November 21, 2024.

19. “**Defendant**” means Concord Orthopaedics Professional Association, the defendant in the Action.

20. “**Defendant’s Counsel**” means Alfred J. Saikali and Jennifer A. McLoone of Shook, Hardy & Bacon L.L.P. and Robert Lucic of Sheehan Phinney Bass & Green P.A.

21. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

22. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

23. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

24. “**Final Approval Order**” means the final order 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.

25. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

26. “**Medical Shield Monitoring**” means the one-year membership of CyEx Medical Shield Complete that Settlement Class Members may elect under the Settlement.

27. **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

28. **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

29. **“Notice”** means the Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

30. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

31. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

32. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

33. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

34. **“Party”** means either Plaintiffs or Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

35. **“Plaintiffs”** means Karen Desmarais, Kiri Chapman on behalf of her minor child P.C., Andrea Main, Patricia Ansley, Claire Washburn, James Wallen on behalf of his minor child A.W., Lisa Giguere, Torey Duggan, Michael Leblanc, Jonathan Paquet, Jenny Harrington, and Shawn Hennessey.

36. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

37. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

38. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

39. “**Private Information**” means names, dates of birth, Social Security numbers, appointment information, health insurance information, and driver’s license or state identification numbers.

40. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach.

41. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates,

insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

42. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

43. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

44. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

45. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

46. “**Settlement Administrator**” means Simpluris, Inc., the third-party notice and claims administrator jointly selected by the Parties.

47. “**Settlement Class**” means all individuals within the United States whose Private Information was accessed in the Data Breach. Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

48. “**Settlement Class Member**” means any member of the Settlement Class who has

not opted out of the Settlement.

49. “**Settlement Class Member Benefits**” means the Cash Payments and Medical Shield Complete Monitoring that Settlement Class Members may elect in the Settlement.

50. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

51. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

II. Certification of the Settlement Class

52. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

III. Settlement Consideration

53. The Defendant has agreed to provide the following benefits for Class Members: (a) up to \$3,000.00 per Settlement Class Member under Cash Payment A – Documented Losses, and (b) up to \$100.00 per Settlement Class Member under Cash Payment B – Lost Time; or (c) up to \$50.00 per Settlement Class Member under Cash Payment C – Alternative Cash.

54. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from the Defendant. When submitting a Valid Claim, Settlement Class Members may elect Cash Payment A– Documented Losses, and may additionally elect either Cash Payment B – Lost Time or Cash Payment C – Alternate Cash.

55. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$3,000.00 per Settlement Class Member subject to approval and presentment of proper documented losses for fraud and identity theft due to the Data Breach. To receive a documented

loss payment, a Settlement Class Member must elect Claim A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit proper documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit proper documentation supporting a documented loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected only Cash Payment C.

b. Cash Payment B – Lost Time

In addition to Cash Payment A above, a Settlement Class Member may also elect Cash Payment B – Lost Time, which provides \$25.00 per hour for time spent by Settlement Class Members undertaking remedial actions necessitated by the Data Breach. The maximum amount Settlement Class Members may recover under Cash Payment B is \$100.00 for a total of four (4) hours of lost time. Settlement Class Members who submit a claim for Cash Payment B cannot receive Cash Payment C.

c. **Cash Payment C – Alternate Cash**

In addition to Cash Payment A, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of \$50.00. Settlement Class Members who submit a claim for Cash Payment C cannot receive Cash Payment B.

d. **Medical Shield Monitoring**

In addition to Cash Payment A and Cash Payment B or Cash Payment C as described above, all Settlement Class Members shall be offered the opportunity to enroll in a one-year membership of CyEx Medical Shield Monitoring on a claims-made basis by submitting a claim through the Settlement Administrator.

IV. Settlement Approval

56. Within 30 day of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Leanna A. Loginov as Class Counsel; (7) appoint the Plaintiffs as the Class Representatives; (8) appoint Simpluris, Inc., as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

V. Settlement Administrator

57. The Parties agree that, subject to Court approval, Simpluris, Inc., shall be the

Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of New Hampshire.

58. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

59. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for

Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Valid Claims for Cash Payments;

- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

VI. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

60. Defendant will make available to the Settlement Administrator the Class List no later than ten days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

61. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Notice forms approved by the Court.

62. Settlement Class Members shall be sent a Postcard Notice.

63. Once the Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

64. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

65. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

66. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

67. The Long Form Notice also shall include a procedure for Settlement Class Members to opt out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and

contain the requestor's name, address, telephone number, and email address (if any), the name of the Action: *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292, pending in the Superior Court of Hillsborough County, New Hampshire, and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

68. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

69. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of the Action: *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292, pending in the Superior Court of Hillsborough County, New Hampshire;
 - b. the objector's full name, mailing address, telephone number, and email address (if any);
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
 - f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel

and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- g. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- h. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- i. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- j. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

VII. Claim Form Process and Disbursement of Cash Payments

70. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

71. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

72. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

73. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

74. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

75. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the

contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

76. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

77. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

78. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

79. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

80. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

81. No later than 60 days after the Effective Date, the Settlement Administrator shall distribute the Cash Payments.

82. Cash Payments to Settlement Class Members in the manner which elected by the Settlement Class Member in the Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

VIII. Settlement of Claims on Behalf of Minors

83. The Parties recognize that certain Class Representatives have brought claims on behalf of their minor child(ren) and that additional claims on behalf of minors may be submitted to the Claims Administrator. Claims on behalf of minor children may be brought by the child's natural parent or legal guardian; however, only one such individual may submit a claim on behalf of any minor child settlement class member. To avoid the potential for duplicate claims, the Claims

Administrator is authorized, in its discretion, to hold any claims made on behalf of minor children until the close of the claims period and thereafter determine validity. Alternatively, should the Claims Administrator pay a claim submitted on behalf of a minor child, any future claims shall be denied and determined invalid. In connection with determining the validity of claims brought on behalf of a minor child, the Claims Administrator is authorized, in its discretion, to request additional supporting documentation to support an individual's representation that they are authorized to submit a claim on behalf of a minor child.

84. Claims on behalf of minor children may include Documented Losses to the minor child as a result of the activity alleged in the complaint or Lost Time on the part of the parent or legal guardian submitting the claim on behalf of the minor child in undertaking remedial actions necessitated by the Data Breach. For the avoidance of any doubt, any claims brought for Medical Shield Monitoring via CyEx will be for the benefit of the minor child settlement class member, not any parent or guardian submitting the claim on behalf of the minor child.

IX. Final Approval Order and Final Judgment

85. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

86. At or following the Final Approval Hearing, the Court will determine whether to

enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

87. *Service Awards.* Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 each, subject to Court approval. The Service Awards are to be paid inclusive of any other sums agreed to under this Settlement. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date.

88. *Attorneys' Fees and Costs.* Class Counsel shall apply to the Court for an award of

attorneys' fees and costs of up to \$200,000.00, which are to be paid inclusive of any other sums agreed to under this Settlement Agreement. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by wire transfer to an account designated by Class Counsel within 30 days of the Effective Date.

89. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

90. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Breach that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in

effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq.; Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

91. Settlement Class Members who opt out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

92. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

93. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final

Approval; and

d. The Effective Date has occurred.

94. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

95. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

96. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

97. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this

Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

98. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

99. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

100. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind

whatsoever.

101. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

102. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

103. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the

representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to its attorneys, Members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

104. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

105. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

106. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

107. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

108. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

109. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

110. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of New Hampshire, without regard to the principles thereof regarding choice of law.

111. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

112. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and 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 Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

113. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Leanna A. Loginov
Shamis & Gentile, P.A.
14 NE 1st Avenue, Suite 400
Miami, FL 33132
lloginov@shamisgentile.com

If to Defendant or Defendant's Counsel:

Robert R. Lucic
Sheehan Phinney Bass & Green P.A.
1000 Elm Street, PO Box 3701
Manchester, NH 03105
rlucic@sheehan.com
m

Alfred J. Saikali
Jennifer A. McLoone
Shook, Hardy & Bacon L.L.P.
201 S. Biscayne Blvd., Suite 3200
Miami, FL 33131
asaikali@shb.com
jmcloone@shb.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

114. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

115. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

116. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity

included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

117. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

118. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

119. **Receipt of Advice of Counsel.** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Leanna Loginov
LEANNA A. LOGINOV
SHAMIS & GENTILE, P.A.

DEFENDANT

Jennifer L. White
By: Jennifer L. White
Its CEO, Concord Orthopaedics, PA

EXHIBIT 1

Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator

P.O. Box _____

Santa Ana, CA 92799-9958

***Montambeault, et al. v. Concord
Orthopaedics Professional Association***

Case No. 217-2025-CV-00292

**IF YOUR PRIVATE INFORMATION WAS
ACCESSED IN THE NOVEMBER 2024
CONCORD ORTHOPAEDICS DATA BREACH,
A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE
YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Concord Orthopaedics Professional Association (“Concord Orthopaedics”) in a class action lawsuit (“Settlement”). The case is about the November 2024 cyberattack on Concord Orthopaedics’ computers (the “Data Breach”). Files containing private information were accessed. Concord Orthopaedics denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Agreement is available online.

Who is included in the Settlement?

The Court has defined the class as: “All individuals within the United States whose Private Information was accessed in the Data Breach.”

The Court has appointed an experienced attorney, called “Class Counsel,” to represent the Class.

What are the Settlement benefits?

You may claim one year of **Medical Data Monitoring** and/or one or more of the following **Cash Payment** options.

If you have documented losses for fraud and identity theft related to the Data Breach, you can get back up to **\$3,000** for out-of-pocket expenses. If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**) OR you can get a one-time **\$50** payment. Full details and instructions are available online.

How do I receive a benefit?

If you are claiming out-of-pocket expenses, file your claim online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**.

Claims must be submitted online or postmarked by [Claims Deadline].

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Concord Orthopaedics for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees and costs of up to \$200,000, and Service Awards of up to \$1,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



Concord Orthopaedics Data Breach Settlement

«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Login ID: «LoginID»

PIN: «PIN»

Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for one year of **Medical Data Monitoring**, and either a **Cash Payment B – Lost Time** or a **Cash Payment C – Alternate Cash**.

To claim cash payments for documented out-of-pocket losses, visit the Settlement Website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to enroll in one year of **Medical Data Monitoring** from CyEx Medical Shield Complete.

Check this box to claim a **Cash Payment B – Lost Time**.

I spent (select only **one**): 1 hour (\$25) 2 hours (\$50) 3 hours (\$75) 4 hours (\$100)

OR

Check this box to claim a one-time \$50.00 **Cash Payment C – Alternate Cash**.

How would you like to be paid:

Check **one**: PayPal Venmo Zelle Virtual Prepaid Card Check (sent to above address)

For digital payment options, please **PRINT** your email address

LEGIBLY on the line below and doublecheck that it is correct: _____

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Montambeault, et al. v. Concord Orthopaedics Professional Association

Case No. 217-2025-CV-00292

Superior Court of Hillsborough County, New Hampshire

IF YOUR PRIVATE INFORMATION WAS ACCESSED IN THE NOVEMBER 2024 CONCORD ORTHOPAEDICS DATA BREACH, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Concord Orthopaedics Professional Association (“Concord Orthopaedics” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Concord Orthopaedics’ computer systems that occurred in November 2024 (the “Data Breach”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; appointment information; health insurance information; and driver’s licenses or state identification numbers.
- The lawsuit is called *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292. It is pending in the Superior Court of Hillsborough County, New Hampshire (the “Litigation”).
- Concord Orthopaedics denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Concord Orthopaedics’ records indicate that you are a Settlement Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Concord Orthopaedics.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive benefits or payments 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 www.[SettlementWebsite].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 request a paper copy of the Claim Form.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You may choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member Benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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Basic Information

1. Why was this Notice issued?

The Superior Court of Hillsborough County, New Hampshire, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who may receive them.

The lawsuit is called *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292. It is pending in the Superior Court of Hillsborough County, New Hampshire. The people who filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Concord Orthopaedics Professional Association, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during a November 2024 targeted cyberattack on Concord Orthopaedics’ computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; appointment information; health insurance information; and driver’s licenses or state identification numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Karen Desmarais; Kiri Chapman on behalf of her minor child P.C.; Andrea Main; Patricia Ansley; Claire Washburn; James Wallen on behalf of his minor child A.W.; Lisa Giguere; Torey Duggan; Michael Leblanc; Jonathan Paquet; Jenny Harrington; and Shawn Hennessey. Together, these individuals, along with all those who received notification of the Data Breach, constitute the Settlement Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: “All individuals within the United States whose Private Information was accessed in the Data Breach.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Settlement Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Concord Orthopaedics has agreed to pay for a number of different benefits. All Settlement Class Members may enroll in a year of **Medical Shield Monitoring** and/or one or more of the **cash payment** options described below.

MEDICAL SHIELD MONITORING. All Settlement Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses for fraud or identity theft due to the Data Breach, you can get back up to **\$3,000.00** subject to approval and proper documentation. The losses must have occurred between November 21, 2024, and **[Claims Deadline]**.

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

You may choose either Cash Payment B for Lost Time or Cash Payment C as an Alternative Cash option, but not both.

Cash Payment B – Lost Time. Settlement Class Members who spent time responding to the Data Breach may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Breach. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach

Cash Payment C – Alternate Cash. Instead of a cash payment option for Lost Time, you may claim a one-time \$50.00 cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Concord Orthopaedics about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney Leanna A. Loginov of Shamis & Gentile, P.A., to represent you and other Settlement Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve \$200,000.00 as reasonable attorney's fees and costs of litigation. This amount will be paid by Concord Orthopaedics.

Class Counsel will also ask for Service Award payments of \$1,500.00 for each of the Class Representatives. Service Award payments will also be paid by Concord Orthopaedics.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion and is sometimes also called "opting out." If you opt out, you will not receive Settlement Class Member Benefits or payment. However, you will keep any rights you may have to sue Concord Orthopaedics on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292, pending in the Superior Court of Hillsborough County, New Hampshire;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature; and
- (4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Concord Orthopaedics Data Breach Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you may object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You may not object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292, pending in the Superior Court of Hillsborough County, New Hampshire;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name(s), bar number(s), and contact information;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and Defendant’s Counsel.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Concord Orthopaedics Data Breach Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Defendant’s Counsel
Leanna A. Loginov Shamis & Gentile, P.A. 14 NE 1st Avenue, Suite 400 Miami, FL 33132	Robert R. Lucic Sheehan Phinney Bass & Green P.A. 1000 Elm Street, PO Box 3701

	Manchester, NH 03105 Alfred J. Saikali Jennifer A. McLoone Shook, Hardy & Bacon L.L.P. 201 S. Biscayne Boulevard, Suite 3200 Miami, FL 33131
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17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You may object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you may not object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time] Eastern Time**, in Room **[Court Room]** of the Superior Court of Hillsborough County, New Hampshire, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Montambeault, et al. v. Concord Orthopaedics Professional Association
Case No. 217-2025-CV-00292
Superior Court of Hillsborough County, New Hampshire

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Settlement Class this way: “All individuals within the United States whose Private Information was accessed in the Data Breach.”

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Concord Orthopaedics has agreed to pay the costs for several benefits. All Settlement Class Members may enroll in one year of **Medical Shield Monitoring** and/or one or more of the **cash payment** options described below.

MEDICAL SHIELD MONITORING. All Settlement Class Members are eligible to enroll in one year of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses for fraud and identity theft related to the Data Breach, you can get back up to **\$3,000.00**. The losses must have occurred between November 21, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Montambeault, et al. v. Concord Orthopaedics Professional Association
Case No. 217-2025-CV-00292
Superior Court of Hillsborough County, New Hampshire

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

- postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

You can choose either Cash Payment B for Lost Time or Cash Payment C as an Alternative Cash option, but not both.

Cash Payment B – Lost Time. Settlement Class Members who spent time responding to the Data Breach may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Breach. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Breach

Cash Payment C – Alternate Cash. Instead of Lost Time cash payment option, you may claim a one-time **\$50.00** cash payment. . You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Concord Orthopaedics Data Breach Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Montambeault, et al. v. Concord Orthopaedics Professional Association
Case No. 217-2025-CV-00292
Superior Court of Hillsborough County, New Hampshire

DATA BREACH SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

You must submit your Claim Form online, by mail, or by email no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Montambeault, et al. v. Concord Orthopaedics Professional Association
Case No. 217-2025-CV-00292
Superior Court of Hillsborough County, New Hampshire

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA BREACH SETTLEMENT CLAIM FORM

IV. CASH PAYMENT B – LOST TIME

If you spent time fixing problems caused by Data Breach, please select how many hours (up to four) you spent.

I spent (select only **one**): 1 hour (\$25.00) 2 hours (\$50.00) 3 hours (\$75.00)
 4 hours (\$100.00)

V. CASH PAYMENT C – ALTERNATE CASH

Check this box if you want to claim a one-time \$50.00 cash payment.

DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.

VI. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

- PayPal**
Email address, if different than you provided in Section 1: _____
- Venmo**
Mobile number, if different than you provided in Section 1: _____
- Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- Physical Check**
Payment will be mailed to the address provided in Section 1.

VII. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT 4

THE STATE OF NEW HAMPSHIRE

**HILLSBOROUGH, SS
NORTHERN DISTRICT**

SUPERIOR COURT

CIVIL ACTION NO. 217-2025-CV-00292

KAREN DESMARAIS, KIRI CHAPMAN on behalf of her minor child P.C., ANDREA MAIN, PATRICIA ANSLEY, CLAIRE WASHBURN, JAMES WALLEN on behalf of his minor child A.W., LISA GIGUERE, TOREY DUGGAN, MICHAEL LEBLANC, JONATHAN PAQUET, JENNY HARRINGTON, and SHAWN HENNESSEY individually and on behalf of those similarly situated,

v.

CONCORD ORTHOPAEDICS PROFESSIONAL ASSOCIATION

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiffs’ Karen Desmarais, Kiri Chapman on behalf of her minor child P.C., Andrea Main, Patricia Ansley, Claire Washburn, James Wallen on behalf of his minor child A.W., Lisa Giguere, Torey Duggan, Michael Leblanc, Jonathan Paquet, Jenny Harrington, and Shawn Hennessey (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs and Defendant Concord Orthopaedics Professional Association (“Concord,” and together with Plaintiffs, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Points and Authorities in Support of their Motion (the “Settlement Agreement”).¹ Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

All individuals within the United States whose Private Information was accessed in the Data Breach.

Excluded from the Settlement Class are (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

Pursuant to New Hampshire Rule of Civil Procedure 16(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 16(a). Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class that predominate over any questions affecting only individual members; (c) the claims of the Settlement Class Representatives are typical, (d) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class; (e) and a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs Karen Desmarais, Kiri Chapman on behalf of her minor child P.C., Andrea Main, Patricia Ansley, Claire Washburn, James Wallen on behalf of his minor child A.W., Lisa Giguere, Torey Duggan, Michael Leblanc, Jonathan Paquet, Jenny Harrington, and Shawn Hennessey will likely satisfy the requirements of Rule 16 and should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Leanna A. Loginov of Shamis

& Gentile, P.A. as Class Counsel will likely satisfy the requirements of Rule 16 and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by New Hampshire Rule 16 and relevant case law.

4. **Jurisdiction.** The Court has subject-matter jurisdiction pursuant to N.H. Rev. Stat. § 491:7 and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to N.H. Rev. Stat § 507:9.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on at Hillsborough County Superior Courthouse North, 300 Chestnut St., Manchester, NH 03101 [or via telephone or videoconference], on _____, 2026, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes pursuant to Rule 16; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Rule 16; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the

releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

6. **Settlement Administrator**. The Court appoints Simpluris, Inc. as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits 2-4** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 16; and (e) and meet the requirements of the Due Process Clause(s) of the United States and New Hampshire Constitutions. The Court further finds that the Notice provided for in the Settlement

Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than thirty (30) days before the Final Approval Hearing, and as stated in the Notice.

Within fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit

a timely written objection by the Objection Deadline as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the objector’s full name, mailing address, telephone number, and email address (if any); (ii) the name of the Action: *Montambeault, et al. v. Concord Orthopaedics Professional Association*, Case No. 217-2025-CV-00292, pending in the Superior Court of Hillsborough County, New Hampshire (iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel; (iv) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Award; (vi) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding five years; (vii) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

(viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (ix) statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (x) the objector's signature.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than thirty (30) days before the Final Approval Hearing.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in Paragraph 80 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Approval Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Rules of the Supreme Court of the State of New Hampshire and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Concord have created a process for the Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notices and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit

under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement**. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) the Final Order and Judgment does not become Final because a higher court reverses final approval by the Court. In such event, (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit 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*; (iii) Concord shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Concord shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

13. **Use of Order**. This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed

or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Deadline
Defendant to provide Class List to Settlement Administrator	10 days following Preliminary Approval
Notice Deadline (Notice commencement date)	30 days following Preliminary Approval
Motion for Final Approval inclusive of Application for Attorneys' Fees, Costs, and Service Awards	45 days before the Final Approval Hearing

Event	Deadline
Objection Deadline	30 days before the Final Approval Hearing
Opt-Out Deadline	30 days before the Final Approval Hearing
Claim Form Deadline	15 days after the Final Approval Hearing
Final Approval Hearing	At least 100 days after Preliminary Approval Order (week of _____, 2026, or as soon thereafter depending on the Court's schedule)

IT IS SO ORDERED

Dated

Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Concord Orthopaedics Settlement Ends Class Action Lawsuit Over November 2024 Data Breach](#)
