

Notice of Class Action and Proposed Settlement

If Peachtree Orthopaedic Clinic, P.A. notified you of a data Incident around April 20, 2023, you may be eligible for compensation benefits from a class action settlement.

**The Superior Court of Georgia, Forsyth County
has preliminarily approved a class action settlement that may affect your legal rights.**

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

- A class action settlement has been reached in the case of *Denwood, et al. v. Peachtree Orthopaedic Clinic, P.A.*, Case No. 23-CV-1234-3, pending in the Superior Court of Georgia, Forsyth County, before the Honorable Judge Philip C. Smith.
- The lawsuit arises out of a cybersecurity incident that Peachtree Orthopaedic Clinic, P.A. (“Peachtree” or “Defendant”) discovered around April 20, 2023 (the “Incident”). During the course of its investigation, Peachtree determined between April 14, 2023 and April 20, 2023, an unauthorized party gained access to certain files on its network. In July 2023, Peachtree sent Plaintiffs and other Class Members written notice of the incident. Peachtree denies wrongdoing and liability in connection with the allegations in the lawsuit. A full copy of the Complaint may be reviewed at the Settlement Website at www.OrthoDataSettlement.com.
- On November 12, 2024, the Court preliminarily approved this settlement (the “Settlement”) and, by agreement of the parties to the lawsuit (the “Parties”), certified this lawsuit to proceed as a class action for settlement purposes only. A full copy of the Settlement Agreement may be reviewed at the Settlement Website at www.OrthoDataSettlement.com. This Notice contains only a summary of the Settlement Agreement.
- If Peachtree sent you notice in or around July 2023 stating that your personal identifiable information was involved in the Incident, you are a member of the Settlement Class. Excluded from the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Peachtree’s officers, and directors, and members.
- If you are a Settlement Class Member, then you may be entitled to compensation and other benefits under the terms of the Settlement. If you are a Settlement Class Member and you wish to file a claim, object to the Settlement, or exclude yourself from the Settlement, you must follow the procedures contained in the Settlement Agreement and outlined in this Notice.
- This Notice is to advise you of the status of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the Settlement. This is not a lawsuit against you.
- Your legal rights related to this lawsuit are affected whether you act or don’t act. **Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

ACTION	EXPLANATION	DUE DATE
DO NOTHING	You will be included in the Settlement Class but receive no benefits. You will be bound by the Court’s judgment of dismissal and will release claims against Peachtree/Released Entities relating to the Incident.	No deadline
SUBMIT A CLAIM FORM	Settlement Class Members can choose to submit a Claim Form to receive Settlement benefits. You must submit a Valid Claim to the Claims Administrator to receive any benefits from this Settlement. For more information about submitting a Claim Form, see question 7. You will be bound by the Court’s judgment of dismissal and will release claims against Peachtree /Released Entities relating to the Incident.	March 12, 2025
ASK TO BE EXCLUDED	If you choose to exclude yourself (i.e., opt out), you will not be included in the Settlement. You will receive no benefits and you will not release any claims you may have against Peachtree /Released Entities relating to the Incident.	February 10, 2025
OBJECT	If you wish to object to the Settlement, you must timely submit written notice of your objection to the Clerk of the Court, and send a copy of your objection to the attorneys for the Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, <u>you must also appear</u> at the Final Fairness Hearing, in-person or through counsel, to show cause as to why the proposed Settlement should not be approved as fair, reasonable, and adequate.	February 10, 2025

BASIC INFORMATION

1. Why did I receive Notice of this Settlement?

You received Notice of this Settlement because records show that you received a notice from Peachtree in or around July 2023 stating that your personal identifiable information was involved in the Incident. If these records are correct, you are a Settlement Class Member and you may be entitled to receive Settlement benefits if you submit a Valid Claim to the Claims Administrator before the deadline, and if the Court grants final approval of the Settlement. You also have other options as described in this Notice.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Linda Louise Denwood, Carlos Capriles, Allyson Snider, and Andrew DeBate) sue on behalf of other people who have similar claims. The people together are a “Class.” The entity they sued (in this case, Peachtree) is called the “Defendant.” One court resolves the issues for every member of the “Class” who does not exclude himself/herself.

3. Why is this lawsuit a class action?

The Parties have agreed and the Court has preliminarily decided that this lawsuit can proceed as a class action (for settlement purposes only) because it meets the requirements of applicable court rules. Specifically, the Court found that, for settlement purposes only, there are a sufficient number of people who may have been affected by the Incident at issue in this case, there are legal questions common to each of them, any claims or defenses of the representative parties are typical to those of the class, the Class Representatives will fairly and adequately represent the Settlement Class's interests; and this class action will be more efficient than having many individual lawsuits.

4. What is this lawsuit about?

Judge Philip C. Smith of the Superior Court of Georgia, Forsyth County is overseeing this class action. The case is known as *Denwood, et al. v. Peachtree Orthopaedic Clinic, P.A.*, Case No. 23-CV-1234-3. The individuals who sued are called the "Plaintiffs."

Plaintiffs filed a lawsuit against Peachtree, individually, and on behalf of anyone whose personal information was potentially compromised as a result of the Incident. The lawsuit arises out of alleged unauthorized access of certain files of Peachtree that contained personal information (the "Lawsuit"). The lawsuit is only against Peachtree and not the third parties who accessed the information.

Peachtree denies wrongdoing and liability in connection with the Lawsuit. The Court has not made any ruling on the merits of this case. To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Peachtree and the Released Entities. The Settlement is not in any way an admission of wrongdoing or liability by Peachtree and does not imply that there has been, or would be, any finding that Peachtree violated the law. The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has certified the Settlement Class for settlement purposes only and subject to final approval of the Settlement, so that members of the Settlement Class can be given this Notice and the opportunity to submit a claim, object, or exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be terminated, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

5. How do I know if I am part of the Settlement?

You are included in the Settlement if you were mailed notification by Peachtree that your personal information was involved in the Incident. You will be considered a member of the Settlement Class unless you timely opt-out of the Settlement. If you are not sure whether you are included or have any other questions about the Settlement, visit www.OrthoDataSettlement.com, call toll free 1-800-262-0614, or write to Peachtree Data Breach Settlement; c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

6. What does the Settlement Provide?

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

Expense Reimbursement

- 1) **Documented loss reimbursement:** All Settlement Class Members are eligible for reimbursement for the following documented, unreimbursed out-of-pocket expenses that must be fairly traceable to the Data Incident, not to exceed an aggregate total of \$3,500.00 per Settlement Class Member: (i) bank fees; (ii) long-distance telephone charges; (iii) cell phone charges (if charged by the minute); (iv) data charges (if charged by the amount of data used); (v) postage; (vi) gasoline for local travel; or (vii) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Incident (April 14, 2023) and the date of the close of the Claims Deadline; (viii) documented professional fees and other costs

incurred to address actual identity fraud or theft; and (ix) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or over-limit situations (collectively, “Documented Losses”).

- 2) **Lost time reimbursement:** Settlement Class Members are also eligible to receive reimbursement for up to ten (10) hours of lost time spent remedying issues fairly traceable to the Data Incident (calculated at \$30.00 per hour, a maximum amount of \$300.00), but only if the Settlement Class Member attests that any claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident; and provides a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Incident (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above-referenced Documented Losses and are subject to the same total aggregate cap of \$3,500.00 per Settlement Class Member.
- 3) **Alternative cash payment:** In lieu of submitting a claim for reimbursement of Documented Losses and Lost Time, you may make a claim for an alternative cash payment of \$100.00 (“Alternative Cash Payment”).
- 4) **Credit monitoring services:** As part of the Settlement, Peachtree is again giving you the opportunity to receive three (3) years of credit monitoring services at no cost to you upon submission of a timely, Valid Claim.

For those Class Members who claim the cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, including the number of valid claims submitted and the amount of those claims. More details can be found in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the Claims Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay each eligible Settlement Class Member who timely returns a completed Valid Claim Form and who does not actively exclude himself or herself from the Class and who otherwise qualifies for payment pursuant to the terms of the Settlement Agreement.

Reimbursement Terms: To receive compensation for Documented Losses or Lost Time, you must submit a Valid Claim Form, subject to the penalty of perjury, along with any necessary supporting documentation (other than an adequate written description for Lost Time) by March 12, 2025, as outlined in the Settlement Agreement. For Documented Losses, you must submit reasonable documentation reflecting that the out-of-pocket losses claimed were both actually incurred and fairly traceable to the Incident and have not otherwise been reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. To claim Lost Time, you must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Incident and a written description of how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident. If you submit a claim for Documented Losses you must exhaust all reimbursement insurance benefits covering losses due to identity theft and stolen funds available to you in connection with the credit monitoring protections already provided by Peachtree before Peachtree is responsible for any Documented Losses claimed, as outlined in the Settlement Agreement. You can review the Claim Form at www.OrthoDataSettlement.com to see an explanation of the types of loss that will be considered, as well as specific documentation requirements.

Remedial Measures: The Settlement also provides remedial relief for all Settlement Class Members, regardless of whether you make a claim in the Settlement. Specifically, Peachtree has made certain systems or practice changes to mitigate the risk of similar data incidents in the future.

Fees, Costs, and Expenses Associated with the Settlement: As outlined in the Settlement Agreement, Plaintiffs and their attorneys agree to seek attorneys’ fees in an amount not more than one third (33.33%) of the

\$1,300,000.00 Settlement Fund provided for in the Settlement Agreement, plus reasonable costs and expenses. Peachtree agrees not to contest requests at or under this amount. Peachtree also agrees not to contest a request for incentive award of up to two thousand and five hundred dollars (\$2,500.00) to each of the four named Plaintiffs.

7. How do I receive a benefit?

If you are an eligible Settlement Class Member and you do not opt-out of the Settlement, and if you wish to receive compensation from the Settlement, then you must make a Valid Claim by March 12, 2025, consistent with the Settlement Agreement.

Claims can be filed online at www.OrthoDataSettlement.com by March 12, 2025 or by mailing your Claim Form to the Claims Administrator at Peachtree Data Breach Settlement; c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. You may also contact the Claims Administrator toll-free at 1-800-262-0614, or via email at OrthoDataSettlement@atticusadmin.com with any questions. Claims for distribution submitted after March 12, 2025 will not be paid.

8. How will I receive payments?

The Claims Administrator will issue a check to each Class Member entitled to compensation under the Settlement Agreement either within thirty (30) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later. If there is an appeal of the Settlement, payment may be delayed. Cashing the settlement check is a condition precedent to any Settlement Class Member's right to receive monetary Settlement benefits. All Settlement checks shall be void one hundred and eighty (180) days after issuance.

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

YOUR RIGHTS AND OPTIONS

9. What happens if I do nothing at all?

If you do nothing, you will not get any benefit from the Settlement, you will not be able to sue Peachtree and the Released Entities for claims in this case, and you release the claims against Peachtree and Released Entities, as outlined in the Settlement Agreement.

10. Why would I ask to be excluded?

You have the right to exclude yourself from (i.e., "opt out" of) the Settlement Class. If you exclude yourself, you will not be eligible to receive any compensation and/or benefits from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the lawsuit, and you will keep your right to sue Peachtree on your own for the claims that this Settlement resolves.

If you already have, or intend to file, your own lawsuit against Peachtree about the same claims in this lawsuit and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself, you will not be legally bound by the Court's judgment of dismissal in this case. If you start your own lawsuit against Peachtree after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. If you do exclude yourself so you can start or continue your own lawsuit against Peachtree, you should talk to your own lawyer.

11. How do I ask the Court to exclude me from the "Class" in this case?

To exclude yourself from the Class, you must sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator and listed here: Peachtree Data Breach Settlement; c/o

Atticus Administration, PO Box 64053, St. Paul, MN 55164. The written notice must clearly state your intent to be excluded from the Settlement Class. All requests for exclusion must be submitted, signed, and mailed to the Claims Administrator and postmarked no later than February 10, 2025. If you return a late request for exclusion, the request will be deemed invalid, and you will remain a member of the Class and will be bound by all of the terms of the Settlement.

YOU CANNOT EXCLUDE YOURSELF BY TELEPHONE OR BY SENDING AN EMAIL.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. IF YOU SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION, YOUR CLAIM FORM WILL BE DISREGARDED.

12. How do I object to the Settlement?

You have the right to object to the Settlement if you wish. To object, you must file a written statement with the Clerk of the Court, located at Superior Court of Georgia, Forsyth County, 101 East Courthouse Square, Cumming GA 30040, containing the case name and docket number *Denwood, et al. v. Peachtree Orthopaedic Clinic, P.A.*, Case No. 23-CV-1234-3 (the “Action”), no later than February 10, 2025 and simultaneously send copies to Class Counsel and counsel for Peachtree at the addresses below. You must mail a copy of your objection to the following three places postmarked no later than February 10, 2025:

COURT	CLASS COUNSEL	PEACHTREE’S COUNSEL
<p>Clerk of Court Superior Court of Georgia, Forsyth County 101 East Courthouse Square Cumming, GA 30040</p>	<p>William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave., Oklahoma City, OK 73120</p> <p>Nickolas J. Hagman CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP 135 S. LaSalle Ste., Suite 3210 Chicago, IL 60603</p>	<p>Nellie Fitzpatrick CIPRIANI & WERNER, P.C. 450 Sentry Parkway, Suite 200 Blue Bell, PA 19422</p>

Your objection must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of Notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You will not be excluded from the Settlement by filing an objection. If you have submitted a request for exclusion from the Settlement, you cannot file an objection.

Any attorney you may hire for the purpose of making an objection must file his or her entry of appearance on or before February 10, 2025. The entry of appearance shall be filed with the Clerk of the Court with a copy served upon Class Counsel and Peachtree’s Counsel.

Any Settlement Class Member who does not timely file and serve this written objection will not be permitted to raise an objection, except for good cause shown, and any Settlement Class Member who fails to object in the manner

described above will be deemed to have waived objections to the claim and will be foreclosed from raising any objections.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

For purposes of this Settlement, the Class Representatives and the Settlement Class are represented by Class Counsel. Class Counsel is comprised of William B. Federman of Federman & Sherwood and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel, LLP.

You will not be personally charged for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. Is there a release or waiver of claims?

Yes. Unless you affirmatively exclude yourself, you will agree to the “Release” of claims as described in Section 6 of the Settlement Agreement. That means that you cannot sue, continue to sue, or be part of any other lawsuit against Peachtree or other Released Entities for any of the Released Claims. It also means that the Court’s orders will apply to you and legally bind you. You may view the Settlement Agreement for the full language of the claims you will give up if you remain in the Settlement by requesting a copy from the Claims Administrator or viewing it online at www.OrthoDataSettlement.com.

THE COURT’S FINAL FAIRNESS HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court has already granted preliminary approval of the Settlement. The Court will hold a Final Fairness Hearing on April 16, 2025 in Courtroom #503 of the Superior Court of Georgia, Forsyth County, located at 101 East Courthouse Square, Cumming GA 30040. The Final Fairness Hearing may be continued to a future date without further notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider and rule on them. The Court may also decide the amount of attorneys’ fees, costs, and expenses to pay Class Counsel and the amount of incentive awards to pay Class Representatives. After the hearing, the Court will decide whether to approve the Settlement.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Peachtree, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (subject to approval or otherwise), and the Plaintiffs and Peachtree will continue to litigate the case. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

16. Do I have to come to the hearing?

No. Class counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you may come to Court to talk about it. You may also pay your own lawyer to attend, if you so choose.

GETTING MORE INFORMATION

17. Are more details available?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain a copy of the Settlement Agreement at www.OrthoDataSettlement.com, request a copy via email to OrthoDataSettlement@atticusadmin.com, or call the Claims Administrator toll-free at 1-800-262-0614.

Please do not contact the Court Clerk, the Judge, Peachtree's Counsel, or Peachtree; they are not in a position to give you any advice about the Settlement.

DEADLINE SUMMARY

18. What are the important deadlines?

The following are the important dates and deadlines under the proposed Settlement:

Last Day to Submit Request for Exclusion:	February 10, 2025
Last Day to File and Serve Objections:	February 10, 2025
Last Day to File a Claim Form:	March 12, 2025
Final Fairness Hearing:	April 16, 2025