

If you were notified that your Private Information may have been compromised in the Practice Resources, LLC Data Breach, you may be entitled to benefits from a class action settlement.

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

- A settlement has been proposed in a class action lawsuit against Practice Resources, LLC (“Defendant” or “Practice Resources”) relating to a targeted cybersecurity attack culminating in ransomware, which Practice Resources discovered on or around April 12, 2022 (the “Data Breach”).
- If your full name, home address, dates of treatment, health plan numbers and/or medical record numbers (collectively, “Private Information”), may have been compromised in the Data Breach, including all individuals who were sent the Notice of Data Privacy Incident on or around August 23, 2022, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides Settlement Class Members with their choice of: (1) compensation for unreimbursed losses (up to \$5,000), (2) up to three years of credit monitoring and insurance services, or (3) a cash payment.
- Your legal rights are affected regardless of whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get benefits from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a Settlement benefit. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing.
DO NOTHING	You will not get a benefit from this Settlement and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Class Action Settlement Agreement and Release, available at www.PRLDataBreachSettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be null and void and the litigation will continue with the Defendant.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 3
1. Why is this Notice being provided?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a settlement?	
WHO IS INCLUDED IN THE SETTLEMENT?.....	PAGE 3
5. How do I know if I am part of the Settlement?	
6. Are there exceptions to being included in the Settlement?	
7. I am still not sure if I am included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....	PAGE 4
8. What does the Settlement provide?	
9. Tell me about the compensation for documented losses.	
10. Tell me about the credit monitoring and insurance services.	
11. Tell me about the cash option.	
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....	PAGE 5
12. How do I get a Settlement benefit?	
13. When will I get my Settlement benefit?	
14. What am I giving up to get a Settlement benefit or stay in the Settlement?	
15. What are the Released Claims?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 6
16. How do I get out of the Settlement?	
17. If I exclude myself, can I still get a benefit from the Settlement?	
18. If I do not exclude myself, can I sue the Defendant for the same thing later?	
THE LAWYERS REPRESENTING YOU.....	PAGE 6
19. Do I have a lawyer in this case?	
20. How will Class Counsel be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 7
21. How do I tell the Court that I do not like the Settlement?	
22. What is the difference between objecting to and excluding myself from the Settlement?	
THE COURT’S FINAL FAIRNESS HEARING.....	PAGE 8
23. When and where will the Court decide whether to approve the Settlement?	
24. Do I have to come to the Final Fairness Hearing?	
25. May I speak at the Final Fairness Hearing?	
IF YOU DO NOTHING.....	PAGE 8
26. What happens if I do nothing?	
GETTING MORE INFORMATION.....	PAGE 8
27. How do I get more information?	

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the benefits that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of New York. The case is known as *In re Practice Resources, LLC Data Security Breach Litigation*, No. 6:22-cv-00890-LEK-DJS (N.D.N.Y.) (the “Action”). The people who filed the lawsuit are called Plaintiffs and the company they sued, Practice Resources, LLC, is called the Defendant or Practice Resources.

2. What is this lawsuit about?

Plaintiffs claim that, due to a targeted cybersecurity attack culminating in ransomware, an unauthorized third party gained access to the names, home addresses, dates of treatment, health plan numbers and/or medical record numbers (“Private Information”) of consumers, which Practice Resources discovered on or around April 12, 2022 (the “Data Breach”).

Practice Resources has denied and continues to deny all of the claims made in the Action, as well as all charges of wrongdoing, fault, violation of law, or liability of any kind.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, James Stewart, Susan Stewart, John Bachura, Brenda Sparks and Steven N. Esce) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs negotiated a settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to be compensated without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if your Private Information may have been compromised in the Data Breach, including all individuals who were sent the Notice of Data Privacy Incident on or around August 23, 2022.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (i) the Judges presiding over the Action and members of their immediate families and their staff; (ii) Practice Resources, its subsidiaries, parent companies, successors, predecessors, and any entity in which Practice Resources or its parents, have a controlling interest, and its current or former officers and directors; (iii) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (iv) the successors or assigns of any such excluded natural person.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can call 1-866-927-7084 or visit www.PRLDataBreachSettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides Settlement Class Members with their choice of (1) compensation for documented losses (up to \$5,000), (2) up to three years of credit monitoring and insurance services, **or** (3) a cash payment.

Practice Resources has agreed to pay a total of \$1,500,000 into a Settlement Fund. The Settlement Fund will be used to make payments for: (i) Administrative Expenses, (ii) Fee Award and Costs, (iii) Service Awards and (iv) taxes. The remaining amount is the “Net Settlement Fund.” The Net Settlement Fund will first be used to pay for valid claims for credit monitoring and insurance services. If Net Settlement Funds remain after paying for those services, the remaining Net Settlement Funds will be used to pay for valid claims for documented losses. If any Net Settlement Funds remain after paying for valid claims for credit monitoring and insurance services or for documented losses, the remaining Net Settlement Funds will be divided among the valid claims submitted for cash payments.

If the total valid claims for credit monitoring and insurance services exceeds the total amount of the Net Settlement Fund, the duration of the credit monitoring and insurance service coverage will be reduced to exhaust the fund. If that happens, no money will be distributed to valid claims for documented losses or for cash payments.

If the total valid claims for credit monitoring and insurance services and the valid claims for documented losses exceeds the total amount of the Net Settlement Fund, the value of payments made to valid claims for documented losses will be reduced on a pro rata basis. If this happens, no money will be available for cash payments.

9. Tell me about the compensation for documented losses.

Each Settlement Class Member who submits a valid Claim Form and opts to receive reimbursement for documented losses may receive up to \$5,000 (“Documented Loss Payment”). A “Documented Loss” refers to monetary losses incurred and supported by documents including, but not limited to, credit card statements, bank statements, invoices, telephone records and receipts (“Reasonable Documentation”). Documented Loss must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breach and incurred on or after April 12, 2022.

To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following:

- i. a valid Claim Form electing to receive the Documented Loss Payment benefit;
- ii. an attestation regarding any actual and unreimbursed Documented Loss made under penalty of perjury; and
- iii. Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement.

Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit.

If you do not submit Reasonable Documentation supporting your Documented Loss Payment claim, or if your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and you fail to correct your claim, the claim will be rejected and you will automatically be placed into the Cash Fund Payment category.

10. Tell me about the credit monitoring and insurance services.

Each Settlement Class Member who submits a valid Claim Form and opts to receive credit monitoring and insurance services will receive up to three years of Credit Monitoring and Insurance Services provided by CyEx, LLC (“Credit Monitoring and Insurance Services” or “CMIS”). The Credit Monitoring and Insurance Services subscription will include (1) three-bureau credit monitoring and (2) \$1,000,000 in identity theft insurance.

The Credit Monitoring and Insurance Services will be available to Settlement Class Members regardless of whether they took advantage of any previous offering of credit monitoring from Practice Resources. If you choose to use a previous offering of CMIS from Practice Resources or if you received CMIS from another provider as a result of the Data Breach, you may delay your activation of the CMIS benefit for up to 12 months.

11. Tell me about the cash option.

Each Settlement Class Member who submits a valid Claim Form and selects the cash option will receive a *pro rata* payment from the Net Settlement Fund. This cash option, also called the “Cash Fund Payment,” may be selected instead of the Documented Loss Payment or CMIS described above. The amount of the Cash Fund Payment will be increased or decreased on a pro rata basis depending upon the number of valid claims filed and the amount of funds available from the Net Settlement Fund and after paying for valid CMIS and Documented Loss Payments claims made by Settlement Class Members (the “Post CM/DL Net Settlement Fund”). The Post CM/DL Net Settlement Fund will be distributed by the number of valid claims submitted for Cash Fund Payments. If no money remains after paying for valid claims for CMIS and Documented Loss Payments, Settlement Class Members who submit valid claims for Cash Fund Payment will receive nothing.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get a Settlement benefit?

To qualify for a Settlement benefit, you must complete and submit a Claim Form by **April 25, 2025**. Claim Forms are available and may be filed online at www.PRLDataBreachSettlement.com. Claim Forms are also available by calling 1-866-927-7084 or by writing to: PRT9 Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

13. When will I get my Settlement benefit?

The Court will hold a Final Fairness Hearing at 11:00 a.m. on June 11, 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year.

14. What am I giving up to get a Settlement benefit or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will release certain legal claims as they relate to the Settlement. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against Practice Resources and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments and any and all of its past, present and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing (the “Released Parties”) about the claims made in this Action and released by the Settlement Agreement. You will be legally bound by all of the Court’s orders, as well as the “Released Claims,” below.

15. What are the Released Claims?

“Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory or equitable—that was or could have been asserted on behalf of the Settlement Class in the Action related to or arising from the Data Breach regardless of whether the claims or causes of action are based on federal, state or local law, statute, ordinance, regulation, contract, common law or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action.

“Unknown Claims” means any and all Released Claims that Practice Resources or any Class Representative or Class Member does not know or suspect to exist as of the Effective Date and which, if known, might have materially affected their decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator. Your letter must include:

- 1) your full name, current address, and telephone number;
- 2) your unique identifier or the unique identifier of the Settlement Class Member seeking exclusion;
- 3) the name of your lawyer, if you have one;
- 4) your signature; and
- 5) a statement such as “I hereby request to be excluded from the proposed Settlement Class in ‘*In re Practice Resources, LLC Data Security Breach Litigation*,’” indicating you do not wish to participate in the Settlement or you want to opt out of the Settlement.

You must mail your exclusion request, postmarked no later than **March 25, 2025**, to:

PRT9 Settlement Administrator
P.O. Box 301134
Los Angeles, CA 90030-1134

17. If I exclude myself, can I still get a benefit from the Settlement?

No. If you exclude yourself from the Settlement, do not send in a Claim Form to ask for a Settlement benefit because you will no longer be eligible for one.

18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant for the claims released by the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

Yes. The Court appointed Nicholas A. Migliaccio of Migliaccio & Rathod LLP, James J. Bilsborrow of Weitz & Luxenberg P.C. and David S. Almeida of Almeida Law Group LLC to represent you and other Settlement Class Members. These lawyers are called Class Counsel. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees of up to one-third (\$500,000) of the Settlement Fund plus litigation expenses and costs, as well as \$2,500 Service Awards to each of the Class Representatives. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the Settlement Fund before providing benefits to Settlement Class Members who submit a valid Claim Form.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file a written objection with the Court by **March 25, 2025**.

Your objection must include:

- 1) the name of the case (*In re Practice Resources, LLC Data Security Breach Litigation*, No. 6:22-cv-00890-LEK-DJS (N.D.N.Y.));
- 2) your full name, current address, and telephone number;
- 3) a statement that you believe you are part of the Settlement Class;
- 4) proof that you are a member of the Settlement Class (for example, include a copy of the settlement notice or copy of the original notice of the Data Breach);
- 5) the reasons why you object to the Settlement, including any documents supporting your objection;
- 6) a statement whether your objection applies only to you, to a subset of the Settlement Class, or the entire Settlement Class;
- 7) the name and address of your attorney if you have retained one to represent you in this Action;
- 8) a list, including case name, court, and docket number, of all other cases in which you and/or your attorney has filed an objection to any proposed class action settlement in the past five years;
- 9) a statement indicating whether you or your attorney intend to appear at the Final Fairness Hearing; and
- 10) your signature or the signature of your attorney.

Your objection must be mailed to, or personally filed with, the Clerk of the United States District Court for the Northern District of New York, James T. Foley Courthouse, Suite 509, 445 Broadway, Albany, New York 12207 by **March 25, 2025**. You must also mail copies of your objection to Class Counsel and Counsel for Practice Resources postmarked no later than **March 25, 2025**, at the addresses below.

Counsel for Defendants	Class Counsel		
Alexander Scott Dahle JACKSON LEWIS P.C. 677 Broadway 9th Floor Albany, NY 12207	Nicholas A. Migliaccio MIGLIACCIO & RATHOD LLP 412 H Street, NE Suite 302 Washington, DC 20002	James J. Bilsborrow WEITZ & LUXENBERG P.C. 700 Broadway New York, NY 10003	David S. Almeida ALMEIDA LAW GROUP LLC 849 W. Webster Avenue Chicago, IL 60614

22. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or file a claim because the Settlement no longer applies to you.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at 11:00 a.m. on June 11, 2025, at the James T. Foley Courthouse, Suite 509, 445 Broadway, Albany, New York 12207. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 21). The Court will also decide whether to approve payments of fees, expenses, and Service Awards.

24. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

25. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 21 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

26. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Court approves the Settlement, you will be bound by the Class Action Settlement Agreement and Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

More details are in the Settlement Agreement, which is available at www.PRLDataBreachSettlement.com. You may also call 1-866-927-7084, or write to the PRT9 Settlement Administrator, P.O. Box 301134, Los Angeles, CA 90030-1134.

Please do not call the Court or the Clerk of the Court for additional information.

They cannot answer any questions regarding the Settlement or the Action.