

Exhibit 1

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

PHYLLIS KAMINOWITZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

**ARX PATIENT SOLUTIONS, LLC,
ASSISTRX, INC., and ARX
PATIENT SOLUTIONS
PHARMACY, LLC**

Defendants.

Case No.: 6:23-cv-01446-WWB-EJK

HON. WENDY W. BERGER

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement dated April 23, 2024, is made and entered into by and among Plaintiff Phyllis Kaminowitz (“Plaintiff” or “Class Representative”), on behalf of herself and the proposed Settlement Class, through her undersigned counsel, and ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC (collectively, “Defendants” or “ARX”) (together, the “Parties”).

I. BACKGROUND

1. This litigation arises from a data security incident involving the personally identifiable information (“PII”) and protected health information (“PHI”) of Plaintiff and the proposed Settlement Class.

2. In late March 2022, Defendants discovered an employee email account was compromised and accessed by an unauthorized third party (the “Data Incident”). The PII/PHI of approximately 41,166 individuals was impacted in the Data Incident.

3. After ARX provided notice of the Data Incident in June 2023, Plaintiff filed a class action lawsuit against ARX on July 28, 2023.

4. On October 17, 2023, Plaintiff filed her First Amended Class Action Complaint, asserting the following causes of action against ARX: (i) Negligence; (ii) Unjust Enrichment; (iii) Breach of Implied Contract; (iv) Violations of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”); and (v) Declaratory Relief.

5. On October 31, 2023, ARX filed a Motion to Dismiss Plaintiff’s First Amended Class Action Complaint pursuant to Rules 12(b)(1) and 12(b)(6) for lack of injury-in-fact, to which Plaintiff timely responded in opposition thereto on December 1, 2023.

6. Prior to engaging in mediation, the Parties engaged in informal discovery and explored and discussed at length the factual and legal issues in the Action and related to the Data Incident.

7. On December 21, 2023, the Parties participated in a full-day mediation session with Christopher L. Griffin (Florida Mediator Number 35934R) of Griffin Mediation, LLC. Although a settlement was not reached at the mediation, progress was made. Significant arm’s-length settlement negotiations took place between the Parties in the weeks following the mediation, including with the assistance of the mediator. The Parties were successful in reaching an agreement in principle to resolve the Action in the weeks following the mediation.

8. The Parties did not discuss attorneys' fees, costs, and expenses prior to reaching an agreement as to the material terms of the relief for Settlement Class Members.

9. The Parties recognize the outcome of the Action and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiff and all Settlement Class Members.

10. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident, by or on behalf of Plaintiff and the Settlement Class.

11. The Parties agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of Plaintiff and all Settlement Class Members.

12. This Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of all Settlement Class Members, through her undersigned counsel of record, and ARX.

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration the adequacy of which is hereby acknowledged, it is hereby agreed by and among Plaintiff, individually and on behalf of the Settlement Class, and ARX that, subject to the

approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

II. DEFINITIONS

13. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

- a. “Action” means *Phyllis Kaminowitz v. ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC*, No. 6:23-cv-01446-WWB-EJK (M.D. Fla.).
- b. “Agreement” or “Settlement Agreement” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement embodied herein.
- c. “Aggregate Cap” means the maximum amount to be paid by ARX under this Settlement Agreement, which is no more than eight hundred fifty thousand dollars (\$850,000.00).
- d. “ARX” means ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC.
- e. “ARX’s Counsel” means Nixon Peabody LLP.
- f. “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.
- g. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
- h. “Claims Administrator” means the third-party settlement administrator chosen by the Parties to provide Notice of the Settlement to the

Settlement Class and administer the Settlement, subject to approval of the Court.

- i. “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be ninety (90) days after the Notice Date.
- j. “Claim Form” means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Settlement Administrator as needed. The Claim Form template is attached as Exhibit A to this Settlement Agreement.
- k. “Class Counsel” refers to William B. Federman of Federman & Sherwood.
- l. “Class Representative” means Plaintiff (as defined later in this section).
- m. “Court” means the United States District Court for the Middle District of Florida, or such other Court sitting in its stead.
- n. “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment, as defined below, has been entered and all times to appeal therefrom have expired with (i) no appeal or other review proceeding having been commenced; or (ii) an appeal or other

review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

- o. “Data Incident” means the Data Incident described in the First Amended Class Action Complaint filed by Plaintiff on October 17, 2023, occurring in or around March 2022, in which Defendants discovered an employee email account was compromised and accessed by an unauthorized third party.
- p. “Extraordinary Losses” are documented unreimbursed costs or expenditures incurred by a Settlement Class Member due to identity theft and/or fraud. To receive reimbursement a Settlement Class Member must submit a claim and supporting documentation showing: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; (iii) the loss occurred during the time period between March 23, 2022, through the date of the end of the Claims Period; (iv) the loss is not already covered by one or more of the exemplar items listed in the Out-of-Pocket Losses category; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to

exhaustion of all available credit monitoring insurance and identity theft insurance. Examples of Extraordinary Losses may include, without limitation, monetary losses associated with falsified tax returns, false claims for government benefits, false claims for medical treatment, among others, incurred on or after March 23, 2022, through the date of the Settlement Class Member's claim submission.

- q. "Fees, Costs, and Expenses" means the reasonable attorneys' fees, costs, and expenses incurred by counsel for Plaintiff and awarded by the Court, not to exceed the amount agreed to by the Parties.
- r. "Final Judgment" means a judgment entered by the Court, as discussed in Section XIV, below.
- s. "Litigation" means all claims and causes of action asserted in the Action, or that could have been asserted, against ARX and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may originate, in the jurisdictions of the United States against ARX relating to the Data Incident. The Parties represent that they are unaware of any such actions pending other than the present Action.
- t. "Notice" means the postcard substantially in the form, included within Exhibit B, attached hereto, which will be mailed to Settlement Class Members via U.S.P.S. first class mail, subject to approval by the Court.

- u. “Notice Date” means the first date upon which the Notice is disseminated.
- v. “Opt-Out Date” means the date by which Settlement Class Members must submit their request to be excluded from the Settlement Class in order for that request to be effective.
- w. “Out-of-Pocket Losses” or “Out-of-Pocket Expenses” are documented unreimbursed costs or expenditures incurred by a Settlement Class Member as a result of the Data Incident from March 23, 2022 through the Claims Deadline, including costs associated with accessing or freezing/unfreezing credit reports; miscellaneous expenses such as bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel relating to Out-of-Pocket Losses; and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between March 23, 2022 and the date of the close of the Claims Period.
- x. “Parties” means Class Representative, on behalf of herself and on behalf of the Settlement Class, and ARX.
- y. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any

business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

z. “Plaintiff” means Phyllis Kaminowitz.

aa. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing mailed notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court.

bb. “Released Claims” means any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Litigation against ARX and the Data Incident (other than claims to enforce the Settlement).

cc. “Released Parties” means ARX and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of its respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a Defendant in the Litigation.

dd. “Settlement Class” means all persons residing in the United States whose protected health information or personally identifiable information was potentially compromised in the Data Incident impacting ARX Patient Solutions, LLC, AssistRx, Inc., and/or ARX Patient Solutions Pharmacy, LLC, that was discovered in or around March 2022.

ee. “Unknown Claims” means any of the Released Claims that any Settlement Class Members, including any of the Class Representative, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 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.

Settlement Class Members, including the Class Representative, 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 Released Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

III. SETTLEMENT BENEFITS TO CLASS

14. **Out-of-Pocket Losses Reimbursement:** Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six hundred dollars (\$600.00), but not more than the documented loss proven.

- a. Documentation supporting Out-of-Pocket Losses may include receipts or other documentation that documents the costs incurred. “Self-prepared”

documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation. Out-of-Pocket Losses that are compensated under this Settlement Agreement are those that are reasonable and customarily incurred when responding to this type of Data Incident and which occurred on or after March 23, 2022.

- b. A Settlement Class Member's claim for Out-of-Pocket Losses may also include a claim for up to three (3) hours of attested-to lost time spent remedying identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, and/or other issues related to the Data Incident at thirty dollars (\$30.00) per hour (a maximum of ninety dollars (\$90.00) per Settlement Class Member) by providing a brief description of (i) the action taken in response to the Data Incident; (ii) the time associated with each action; and (iii) an attestation. No attestation or verification required or permitted by this Agreement shall require notarization.

15. **Extraordinary Losses Reimbursement:** Settlement Class Members who suffered Extraordinary Losses more likely than not caused by the Data Incident, and who timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six thousand five hundred dollars (\$6,500.00), but not more than the documented loss proven. Documentation supporting Extraordinary Losses may include receipts or other documentation that documents the costs

incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation.

16. **Credit Monitoring Protections:** ARX agrees to offer three (3) years of 1 credit bureau credit monitoring and identity theft insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form.

17. **Remedial Measures:** ARX has already implemented the additional remedial measures as set forth below:

- a. ARX applies and will continue to apply the principle of least privilege.¹
- b. ARX has implemented and will maintain appropriate firewalls to restrict access to authorized users only.
- c. ARX has updated its data security policies to discourage employees from sending emails attaching PII and PHI.
- d. ARX has ensured multi-factor authentication is implemented and used by all employees.

Costs associated with these business practice commitments (a/k/a injunctive relief) was paid by ARX separate and apart from the Aggregate Cap. ARX shall

¹ The principle of least privilege is a concept in computer security that limits users' access rights to only what is strictly required to do their jobs.

provide the value, if quantifiable, of these security-related measures to Plaintiff prior to the submission of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

Further, ARX will or has already provided citations to its policies, procedures, and/or handbooks that address the following:

- a. The deletion or movement of customer/patient stale data; and
- b. Defendants' password change policy.

IV. CONFIRMATORY DISCOVERY

18. ARX has provided or will provide reasonable access to confidential confirmatory discovery regarding the number of Settlement Class Members and states of residents, the facts and circumstances of the Data Incident and ARX's response thereto, and the changes and improvements that have been made or are being made to further protect Settlement Class Members' PII and PHI.

V. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION

19. Only for purposes of effectuating the Settlement, Class Representative, Class Counsel, and ARX agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representative, Class Counsel, and ARX further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class.

20. Class Representative, Class Counsel, and ARX agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and adequate, and made in good

faith. Class Counsel and ARX shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

21. Class Representative, Class Counsel, and ARX agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court.

VI. RELEASE

22. Settlement Class Members who do not opt-out in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted in the Litigation, as more specifically set forth in Paragraphs 23 and 24, below.

23. The obligations incurred under this Settlement shall in full and final disposition of the Action and of any and all Released Claims as against the Released Parties.

24. Upon the Effective Date, and without any further action, the Settlement Class Members, including the Class Representative, for good and valuable consideration the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the

Effective Date, and without any further action, Class Representative further agrees not to knowingly and voluntarily assist in any way any third-party in commencing or prosecuting any suit against the Released Parties related to any Released Claim.

VII. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

25. The Claims Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

26. The Cost of providing notice to the Settlement Class Members shall be borne by ARX, separate and apart from the Aggregate Cap.

27. Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the following:

- a. Class Member Information: No later than ten (10) days after entry of the Preliminary Approval Order, ARX shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, "Class Member Information") initially notified by mail of the Data Incident. ARX agrees that it will provide the most current Class Member Information in its possession for all Settlement Class Members from the updated mailing list in connection with the Data Incident responses related to the Data Incident.
- b. The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose

at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

- c. Settlement Website: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create a website dedicated to providing information related to the Action and this Settlement, including the Long Form notice contained within Exhibit C. The website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Settlement Class Members with the ability to enroll in the Credit Monitoring Protections, make Claims for other Class benefits, and allow Settlement Class Members to submit documents to supplement Claims.
- d. Settlement Toll-Free Number: The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.
- e. Prior to dissemination of the Notice, the Claims Administrator shall crosscheck the Class Member Information against the National Change of Address directory to ensure the most recent and accurate addresses are used to disseminate the Notice. Upon receipt of any notice of address or

forwarding address, the Claims Administrator shall re-mail any Notice so returned with a forwarding address.

- f. First Class Mail Notice: Within forty-five (45) days of receiving the Class Member Information, the Claims Administrator shall commence the dissemination of the Notice. Within fifteen (15) days thereafter, dissemination of the Notice shall be completed.
- g. Notice shall be given by U.S.P.S. first class mail to all Settlement Class Members and postage will be prepaid by ARX. U.S. Mail Notice shall consist of a postcard that (i) notifies Settlement Class Members of the Settlement and relevant terms (including opting-out of the Settlement and objecting to the Settlement); (ii) provides them with the URL to the Settlement Website and a telephone number they can call to obtain additional information about the Settlement; (iii) instructs them on how to make a Claim; and (iv) includes a claim form.
- h. The Claims Administrator shall also deploy a targeted online campaign to notify Settlement Class Members for whom ARX does not have a mailing address.
- i. All Settlement Class Members shall have ninety days (90) after the Notice Date to make Claims for Class benefits.

28. The administration of the Settlement is defined as the approval of the form of notice program and all related forms; initial mailing of the Notice; creation and maintenance of Settlement Website; administration and coordination of the

mailing and distribution of credit monitoring codes to be activated after final approval of Settlement; administration and coordination of the targeted online notice; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries; delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval.

29. The notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper claim for by mail or by filling out an online claim form to be developed by the Claims Administrator.

30. The Claims Administrator shall inform Class Counsel and ARX's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members. Class Counsel may assist Settlement Class Members with the claims process and intercede with the Claims Administrator on their behalf.

31. Payments and credit monitoring codes for approved claims shall be mailed or electronically submitted after the Effective Date and within thirty (30) days of the Effective Date and/or thirty (30) days of the date that the claim is approved, whichever is latest.

32. Acceptance of payment is a condition precedent to any Settlement Class Member's right to receive Settlement benefits under Paragraphs 14 and 15. Payments

shall be issued electronically, if possible, and by check if electronic payment is not possible. All settlement checks shall be void one hundred and twenty (120) days after issuance and shall bear the language: "This check must be cashed within 120 days of its date, after which time it is void." If a check becomes void, the Settlement Class Member shall have an additional one hundred and twenty (120) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits under Paragraphs 14 and 15, the Settlement Class Member's right to receive monetary relief shall be extinguished, and ARX shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under Paragraphs 14 and 15 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two hundred and forty (240) days from the Effective Date, requests for re-issuance need not be honored after such checks become void, except for good cause as determined by the Claims Administrator in its professional judgment.

33. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth within, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the Settlement set forth within, but will in all other respects be subject to, bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Judgment.

34. No Person shall have any claims against the Claims Administrator, Class Representative, Class Counsel, ARX, and/or ARX's Counsel based on distribution of benefits to Settlement Class Members. Nothing contained herein shall be deemed a release of any claim against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

VIII. OPT-OUT PROCEDURES

35. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed preliminary approval order. In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Claims Administrator no later than sixty (60) days after the Notice Date, stating that he or she wants to be excluded from the Settlement in the Action and include his or her name, address, and signature. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

36. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 35, above, shall be bound by the terms of this Settlement Agreement and Final Judgment entered thereon.

37. The Claims Administrator shall cause copies of requests for exclusion from Settlement Class Members to be provided to Class Counsel and ARX's Counsel

as they are received. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and ARX's Counsel a complete and final list of all known Settlement Class Members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

IX. OBJECTION PROCEDURES

38. The Notice will inform the Settlement Class Members that they may submit a written objection in this case, *Phyllis Kaminowitz v. ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC*, No. 6:23-cv-01446-WWB-EJK (M.D. Fla.). To be valid, an objection must state: (i) the objector's full name, address, telephone number (if any), and email address (if any); (ii) information identifying the objector as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (iv) the identity of all lawyers (if any) representing the objector; (v) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (vi) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (viii) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

39. In addition to the foregoing, objections should also provide the following information: (i) a list, by case name, court, and docket number, of all other cases in

which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and (ii) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

40. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk for the United States District Court for the Middle District of Florida no later than sixty (60) days after the Notice Date. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the following three different places, postmarked no later than sixty (60) days after the Notice Date:

Court	Class Counsel	ARX'S Counsel
Clerk of Court United States District Court for the Middle District of Florida 401 W Central Blvd, Orlando, FL 32801	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Jason C. Kravitz Nixon Peabody LLP Exchange Place 53 State Street Boston, MA 02109

41. The Parties agree that Plaintiff will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

42. Any Settlement Class Member who fails to comply with the requirements for objecting in this Section IX shall waive and forfeit any and all rights he or she may

have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section IX. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack.

X. DISPUTE RESOLUTION FOR CLAIMS

43. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the Claimant is a Settlement Class Member; (ii) the Claimant has provided all information needed to complete the claim form, including any documentation that may be necessary to reasonably support the claimed ordinary or extraordinary expenses, described above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Complete and Plausible”). The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim (“Claim Supplementation”), *e.g.*, documentation requested on the claim form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits and claims previously made for identity theft and the resolution thereof.

44. The Claims Administrator's initial review will be limited to a determination of whether the Claim is Complete and Plausible. For any such Claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those Claims to the Parties. If the Parties agree that the Claimant's Claim is Complete and Plausible then the Claim shall be paid. If the Parties agree that the Claim is incomplete and/or implausible, it shall be denied. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to a mediator pursuant to agreement between the Parties (the "Claims Referee"), for resolution.

45. Upon receipt of an incomplete or unsigned claim form or a claim form that is not accompanied by sufficient documentation to determine whether the Claim is Complete and Plausible, the Claims Administrator shall request Claim Supplementation and give the Claimant thirty (30) days to cure the defect before rejecting the Claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such claim form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the Claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

46. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each Claim. If, after review of the Claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a Claim is Complete and Plausible, then the Claim shall be paid. If the Claim is not Complete and Plausible because the Claimant has not provided all information needed to complete the claim form and evaluate the Claim, then the Settlement Administrator may reject the Claim. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to the Parties. If the Parties agree that the Claimant's Claim is incomplete and/or implausible then no further action shall be taken. If the Parties agree that the Claimant's Claim is Complete and Plausible then the Claim shall be paid. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to the Claims Referee for resolution. Once a final determination regarding a Claim has been made, notice will be sent to the Claimant by the Claims Administrator regarding whether the Claim has been accepted, in whole or lesser amount, or rejected.

47. Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If

the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

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

XI. NOTICE AND ADMINISTRATION EXPENSES

49. All costs of notice and administration, including without limitation, the fees and expenses of the Claims Administrator and Claims Referee, shall be paid

separately and apart from the Aggregate Cap by ARX directly to the Claims Administrator, Claims Referee, or other party.

XII. ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARD

50. The Parties were unable to reach agreement regarding the amount or methodology of calculation of attorneys' fees, costs, and expenses that Class Counsel are permitted to request from the Court under the terms of the Settlement Agreement. Therefore, no later than four (4) weeks prior to the Final Fairness Hearing, Class Counsel will file a motion with the Court seeking payment of Class Counsel's attorneys' fees, costs, and expenses from ARX, which may include a multiplier. No later than two (2) weeks prior to the Final Fairness Hearing, ARX will submit briefing supporting its position on Class Counsel's attorneys' fees, costs and expenses, which is likely to oppose any requested multiplier.

51. The Parties agree Class Counsel may request from the Court a Service Award for the Class Representative in the amount of Two Thousand Dollars (\$2,000.00), to be paid separate and apart from the Aggregate Cap. ARX will not object to the Class Representative's request for a Service Award payment, unless Class Representative's request exceeds the terms outlined in this Settlement Agreement.

52. Any attorneys' fees, costs, expenses and/or Service Award awarded by the Court shall be paid within twenty-one (21) days after the Effective Date of Settlement.

53. ARX shall pay any attorneys' fees, costs, expenses, and/or Service Award as set forth above, to accounts established by Class Counsel.

54. The amount(s) of each award of attorneys' fees, costs, and expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

55. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or Service Award ordered by the Court to the Class Counsel shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' fees, costs, expenses and/or Service Award will not be paid until any appeal or other review proceeding regarding the attorneys' fees, costs, expenses, and/or Service Award has been resolved.

XIII. PRELIMINARY APPROVAL OF SETTLEMENT

56. After the execution of the Settlement Agreement, Class Counsel and ARX's Counsel shall jointly submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiff's Motion for Preliminary Approval, or an order substantially similar to such form, requesting, *inter alia*:

- a. Certification of the Settlement Class for settlement purposes only;
- b. Preliminary approval of the Settlement Agreement as set forth herein;
- c. Appointment of Class Counsel as counsel for the Settlement Class;
- d. Appointment of Class Representative as representatives for the Settlement Class;

- e. Approval of a form of notice, which includes a notice to be individually mailed to the Settlement Class Members, as well as a detailed long form notice that will be posted on the Settlement Website;
- f. Appointment of a Claims Administrator as jointly agreed by the Parties.

XIV. FINAL JUDGMENT

57. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Final Judgment.

58. Upon entry of a Final Judgment, Plaintiff shall move to dismiss the Action with prejudice.

XV. TERMINATION

59. If the Effective Date of Settlement does not occur, or if the Settlement is terminated or fails to become effective for any reason, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action 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.

XVI. NO ADMISSION OF WRONGDOING OR LACK OF MERIT

60. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint.

XVII. MISCELLANEOUS PROVISIONS

61. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

62. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Litigation by the Class Representative and the Settlement Class Members who have not timely excluded themselves from the Settlement.

63. The Parties agree that the benefits provided herein and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

64. This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

65. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

66. The Parties hereby irrevocably submit to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or disputing arising out of or relating to this Settlement as embodied in the Settlement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Action.

67. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

68. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Florida. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Florida.

69. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may

have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

70. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

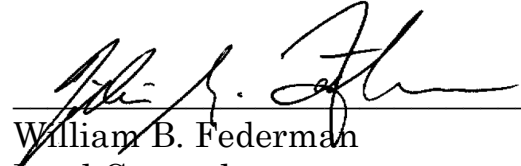
71. Class Counsel and ARX's Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement and the entry of the Final Judgment.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement Agreement as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form and content by counsel for Plaintiff and the Settlement Class:

Date: April 23, 2024



William B. Federman
Lead Counsel
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
P: (405) 235-1560
F: (405) 239-2112
E: wbf@federmanlaw.com

Approved as to form and content by counsel for ARX:

Date: April 23, 2024

/s/ Jason C. Kravitz

Jason C. Kravitz
Leslie E. Hartford
NIXON PEABODY LLP
53 State Street
Exchange Place
Boston, MA 02109
Phone: (617) 345-1000
Fax: (617) 345-1300
Email: jkravitz@nixonpeabody.com
lhartford@nixonpeabody.com

EXHIBIT A

Your claim must be
submitted online or
postmarked by:
[DEADLINE]

Kaminowitz v. AssistRX Inc., et al.
Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.)

ARX

ARX DATA INCIDENT CLAIM FORM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form in the ARX Data Incident Settlement if you are a Settlement Class Member.

The Settlement Class includes: All persons residing in the United States whose protected health information or personally identifiable information was potentially compromised in the Data Incident impacting ARX Patient Solutions, LLC, AssistRX, Inc., and/or ARX Patient Solutions Pharmacy, LLC, that was discovered in or around March 2022.

The chart below summarizes your legal rights and options in this Settlement. More details are available in the full notice and the Settlement Agreement, which are available at **WEBSITE**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Credit Monitoring Protections, Out-of-Pocket Losses Reimbursement, or Extraordinary Losses Reimbursement.
OPT-OUT OF THE SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against ARX or certain other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved.
THE COURT'S FINAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue ARX and other Released Parties for the claims this Settlement resolves.

The Settlement Benefits include:

- **Out-of-Pocket Losses Reimbursement** - Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, i.e., reasonable documented costs that are customarily incurred when responding to this type of Data Incident, will be eligible for a payment up to \$600.00. This may also include up to three (3) hours of attested-to time spent remediating identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, and/or other issues related to the Data Incident at thirty dollars (\$30.00) per hour (\$90.00 maximum total).
- **Extraordinary Losses Reimbursement** - Settlement Class Members who suffered Extraordinary Losses more likely than not caused by the Data Incident, and who timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six thousand five hundred dollars (\$6,500.00).
- **Credit Monitoring Protections** - Three (3) years of 1 credit bureau credit monitoring and identity theft insurance.

This Claim Form may be submitted online at **WEBSITE** or completed and mailed to the address below. Please type or print legibly. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to: ARX Data Incident Settlement Administrator, Attn: Claim Form, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

QUESTIONS? VISIT **WWW._____.COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

**Your claim must be
submitted online or
postmarked by:
[DEADLINE]**

Kaminowitz v. AssistRX Inc., et al.
Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.)

ARX

ARX DATA INCIDENT CLAIM FORM

I. CLAIMANT INFORMATION

Provide your contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID Number

II. CREDIT MONITORING PROTECTIONS

☐ Check this box if you wish to receive three (3) years of 1 credit bureau credit monitoring and identity theft insurance. Submitting this Claim Form will not automatically enroll you. To enroll, you must follow the instructions that will be sent to the email address (that you provide in Section I above) after the Settlement is approved and becomes final.

III. OUT-OF-POCKET LOSSES REIMBURSEMENT

☐ Check this box if you wish to receive reimbursement for documented Out-of-Pocket Losses that are fairly traceable to the Data Incident.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement for. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

Description of Documentation Provided	Amount
<i>Example: Statement demonstrating unreimbursed bank fees</i>	<i>\$40</i>
Total Documented Out-of-Pocket Losses:	

**Your claim must be
submitted online or
postmarked by:
[DEADLINE]**

Kaminowitz v. AssistRX Inc., et al.
Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.)

ARX

ARX DATA INCIDENT CLAIM FORM

- ☐ Check this box if you are seeking reimbursement for time spent dealing with the Data Incident. By checking this box, you are hereby attesting that the lost time claimed below was spent responding to issues raised by the Data Incident.

Indicate the number of hours spent: ____ (you may enter up to three)

Provide a written description of how the lost time you are claiming was spent related to the Data Incident:

IV. EXTRAORDINARY LOSSES REIMBURSEMENT

- ☐ Check this box if you wish to receive reimbursement for documented Extraordinary Losses that were more likely than not caused by the Data Incident.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement for. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>
Total Documented Extraordinary Losses:	

Provide any additional details about the Extraordinary Losses incurred below:

V. PAYMENT SELECTION

**Your claim must be
submitted online or
postmarked by:
[DEADLINE]**

Kaminowitz v. AssistRX Inc., et al.
Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.)

ARX

ARX DATA INCIDENT CLAIM FORM

Please select **one** of the following payment options if you completed section III or IV above.

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VI. CERTIFICATION

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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

EXHIBIT B

LEGAL NOTICE**ONLY TO BE OPENED
BY THE INTENDED
RECIPIENT**

The United States District
Court for the Middle
District of Florida, Orlando
Division, has authorized
this Notice.

*This is not a solicitation
from a lawyer.*

You are not being sued.

ARX Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»
FIRST NAME «LAST NAME»
«ADDRESS»

ARX DATA INCIDENT CLAIM FORM

«Bar code»

Complete this Claim Form if you wish to receive Credit Monitoring and/or Payment for Lost Time Spent. If you wish to receive reimbursement for documented Out-of-Pocket Losses or Extraordinary Losses, visit **WEBSITE** to submit your Claim Form online or to download a Claim Form to complete and submit by mail postmarked on or before **DATE**.

1. Credit Monitoring – Check the box and provide your email address if you wish to receive Credit Monitoring codes.

☐ Email Address: _____

2. Lost Time Spent (\$30/hour for up to three hours)

☐ By checking this box, you hereby attest that you spent time remedying identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, and/or other issues related to the Data Incident.

Indicate the number of hours spent: _____ (you may enter up to three)

In order to receive this payment, you must describe what you did and how the claimed lost time was spent related to the Data Incident. Provide description(s) here:

3. Select one of the following payment methods:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

4. Certification: By submitting this Claim Form, I certify under penalty of perjury that I am a Settlement Class Member and that the information provided in this Claim Form is true and correct to the best of my knowledge.

Signature: _____ Printed Name: _____ Date: _____

A proposed Settlement arising out of a data security incident that occurred in late March 2022 has been reached with ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC (“Defendants” or “ARX”). Defendants discovered an employee email account was compromised and accessed by an unauthorized third party (“Data Incident”). As a result, the personally identifiable information (“PII”) and/or protected health information (“PHI”) of Settlement Class Members may have been impacted. The case is known as *Kaminowitz v. AssistRX Inc., et al.*, Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.).

Who is Included? All persons residing in the U.S. whose PII or PHI was potentially compromised in the Data Incident.

What does the Settlement Provide? Under the Settlement, ARX has agreed to an Aggregate Cap with a maximum amount of \$850,000.00 to pay valid and timely claims for reimbursement, as well as the cost to provide Credit Monitoring protections. Separate and apart from the Aggregate Cap, ARX shall pay for notice and administration services, and has agreed to certain security-related remedial measures. Any award for Attorneys’ Fees, Costs and Expenses and/or Service Awards approved by the Court shall also be paid separately by ARX.

- **Out-of-Pocket Losses Reimbursement** - Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, *i.e.*, reasonable documented costs that are customarily incurred when responding to this type of Data Incident, will be eligible for a payment up to \$600.00. This may also include up to three (3) hours of attested-to time spent remediating identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, and/or other issues related to the Data Incident at thirty dollars (\$30.00) per hour (\$90.00 maximum total).
- **Extraordinary Losses Reimbursement** - Settlement Class Members who suffered Extraordinary Losses more likely than not caused by the Data Incident, and who timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six thousand five hundred dollars (\$6,500.00).
- **Credit Monitoring Protections** - Three (3) years of 1 credit bureau credit monitoring and identity theft insurance.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by **DATE**. Visit **WEBSITE** to submit your claim online or download a Claim Form to complete and return it by mail. You may also complete and return the Claim Form attached to this notice if you are only seeking Credit Monitoring Protections or reimbursement for Lost Time Spent.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release any claims you may have against ARX or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at **WEBSITE**. If you do not exclude yourself, you may object to the Settlement by **DATE**.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Attorneys’ Fees, Costs and Expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

Business
Reply Mail

ARX Data Incident Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT C

Notice of ARX Data Incident Class Action Settlement

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer.

- A proposed Settlement arising out of a data security incident that occurred in late March 2022 has been reached with ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC (“Defendants” or “ARX”). Defendants discovered an employee email account was compromised and accessed by an unauthorized third party (“Data Incident”). As a result, the personally identifiable information (“PII”) and/or protected health information (“PHI”) of Settlement Class Members may have been impacted.
- If you were notified by ARX that your PII or PHI may have been impacted because of the Data Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, ARX has agreed to an Aggregate Cap with a maximum amount of \$850,000.00 to pay valid and timely claims for reimbursement, as well as the cost to provide Credit Monitoring protections. Separate and apart from the Aggregate Cap, ARX shall pay for notice and administration services, and has agreed to certain security-related remedial measures.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM DEADLINE: DATE	<p>Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Credit Monitoring Protections, Out-of-Pocket Losses Reimbursement, or Extraordinary Losses Reimbursement.</p> <p>If you submit a Claim Form, you will give up the right to sue ARX and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.</p>
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: DATE	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against ARX or certain other Released Parties, for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	<p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue ARX and other Released Parties in a separate lawsuit about the legal claims this Settlement resolves. If you exclude yourself from the Settlement, you cannot object to the Settlement.</p>
GO TO THE FINAL APPROVAL HEARING DATE	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.</p>
DO NOTHING	<p>If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue ARX and other Released Parties for the claims this Settlement resolves.</p>

- 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit **WEBSITE** or call toll-free **1-888-888-8888**

BASIC INFORMATION ABOUT THE SETTLEMENT

1. Why was this notice issued?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Kaminowitz v. AssistRX Inc., et al.*, Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.) (the “Action”), in the United States District Court for the Middle District of Florida. The individual who filed this lawsuit is called the “Plaintiff” and the companies that were sued, ARX Patient Solutions, LLC, AssistRx, Inc., and ARX Patient Solutions Pharmacy, LLC, are called the “Defendants.” The Plaintiff and the Defendants agreed to this Settlement.

2. What is this lawsuit about?

In late March 2022, Defendants discovered an employee email account was compromised and accessed by an unauthorized third party (the “Data Incident”). As a result, the personally identifiable information (“PII”) and/or protected health information (“PHI”) of approximately 41,166 individuals were impacted by the Data Incident. Defendants provided notice of the Data Incident in June 2023.

On October 17, 2023, Plaintiff filed her First Amended Class Action Complaint, asserting various causes of action against ARX over the Data Incident. The Parties engaged in informal discovery and explored and discussed at length the factual and legal issues in the Action and related to the Data Incident. The Parties ultimately engaged in mediation, and in the weeks following mediation successfully reached an agreement in principle to resolve settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident.

3. Why is this a class action?

In a class action, one or more people sue on behalf of all people who have similar claims. Together, all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Class. The Plaintiff and Class Representative in this case is Phyllis Kaminowitz.

4. Why is there a Settlement?

The Plaintiff and Defendants disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendants (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of the Plaintiff and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes: All persons residing in the United States whose protected health information or personally identifiable information was potentially compromised in the Data Incident impacting ARX Patient Solutions, LLC, AssistRx, Inc., and/or ARX Patient Solutions Pharmacy, LLC, that was discovered in or around March 2022.

6. What if I am still not sure whether I am part of the Settlement?

If you did not receive Notice by mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Settlement Administrator by mail or email:

Mail: ARX Data Incident Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **EMAIL ADDRESS**

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the Settlement, ARX has agreed to an Aggregate Cap with a maximum amount of \$850,000.00 to pay valid and timely claims for reimbursement of Out-of-Pocket Losses and Extraordinary Losses, as well as the cost to provide Credit Monitoring Protections.

Separate and apart from the Aggregate Cap, ARX has agreed to certain security-related remedial measures. Any award for Attorneys' Fees, Costs and Expenses and/or Service Awards approved by the Court shall also be paid separately by ARX, as well as the cost to provide notice and administration services.

8. What does the Out-of-Pocket Losses Reimbursement include?

Settlement Class Members who suffered Out-of-Pocket Losses fairly traceable to the Data Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six hundred dollars (\$600.00), but not more than the documented loss proven.

- Documentation supporting Out-of-Pocket Losses may include receipts or other documentation that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation. Out-of-Pocket Losses that are compensated under this Settlement Agreement are those that are reasonable and customarily incurred when responding to this type of Data Incident and which occurred on or after March 23, 2022.
- A Settlement Class Member's claim for Out-of-Pocket Losses may also include a claim for up to three (3) hours of attested-to lost time spent remediating identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, and/or other issues related to the Data Incident at thirty dollars (\$30.00) per hour (a maximum of ninety dollars (\$90.00) per Settlement Class Member) by providing a brief description of (i) the action taken in response to the Data Incident; (ii) the time associated with each action; and (iii) an attestation. No attestation or verification required or permitted by this Agreement shall require notarization.

9. What does Extraordinary Losses Reimbursement include?

Settlement Class Members who suffered Extraordinary Losses more likely than not caused by the Data Incident, and who timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to six thousand five hundred dollars (\$6,500.00), but not more than the documented loss proven.

- Documentation supporting Extraordinary Losses may include receipts or other documentation that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation.

10. What are the Credit Monitoring Protections?

ARX agrees to offer three (3) years of 1 credit bureau credit monitoring and identity theft insurance. Settlement Class Members must affirmatively request credit monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form.

11. What are the remedial measures?

ARX has already implemented the following additional remedial measures:

- ARX applies and will continue to apply the principle of least privilege.¹
- ARX has implemented and will maintain appropriate firewalls to restrict access to authorized users only.

¹ The principle of least privilege is a concept in computer security that limits users' access rights to only what is strictly required to do their jobs.

- ARX has updated its data security policies to discourage employees from sending emails attaching PII and PHI.
- ARX has ensured multi-factor authentication is implemented and used by all employees.

Costs associated with these business practice commitments (a/k/a injunctive relief) has been paid by ARX separate and apart from the Aggregate Cap. Further, ARX has already provided citations to its policies, procedures, and/or handbooks that address the following:

- The deletion or movement of customer/patient stale data; and
- Defendants' password change policy.

12. What rights and I giving up to remain in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against ARX and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

13. What are the Released Claims?

Released Claims include any and all claims and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Litigation against ARX and the Data Incident (other than claims to enforce the Settlement).

"Unknown Claims" means any of the Released Claims that any Settlement Class Members, including any of the Class Representative, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representative expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 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.

Settlement Class Members, including the Class Representative, 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 Released Claims, but the Class Representative expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

More information is provided in the Settlement Agreement available at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

14. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by [DATE](#). Claim Forms may be submitted online at [WEBSITE](#) or downloaded from the Settlement Website and mailed to the Settlement Administrator at the address on the form.

Claim Forms are also available by calling [1-888-888-8888](#) or by writing to the Settlement Administrator via mail or email:

Mail: ARX Data Incident Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **EMAIL ADDRESS**

If you receive a Notice by mail, you can complete and return the Claim Form sent with the Notice if you are seeking Credit Monitoring Protections and/or Reimbursement for Lost Time Spent. If you are seeking reimbursement for documented expenses, use your **Notice ID number and Confirmation Code** to file your Claim Form online. If you believe you are a Settlement Class Member but do not know your Notice ID number and Confirmation Code, you may email the Settlement Administrator for assistance.

15. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes in writing by mail or email:

Mail: ARX Data Incident Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **EMAIL ADDRESS**

16. When will the Settlement Benefits be issued?

If you submit a valid and timely Claim Form requesting for Credit Monitoring Protections, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes Final.

Payments for valid and timely Claim Forms that are approved will be provided by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment method selected on the Claim Form.

We do not know how long it may take the Court to approve the Settlement as final, and whether any appeals will be filed. Please be patient and check **WEBSITE** for updates.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes, the Court has appointed William B. Federman of Federman & Sherwood to represent you and the Settlement Class as Class Counsel. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

18. How will Class Counsel be paid?

The Parties were unable to reach agreement regarding the amount or methodology of calculation of attorneys' fees, costs, and expenses that Class Counsel are permitted to request from the Court under the terms of the Settlement Agreement. Therefore, no later than four (4) weeks prior to the Final Fairness Hearing, Class Counsel will file a motion with the Court seeking payment of Class Counsel's attorneys' fees, costs, and expenses from ARX, which may include a multiplier. No later than two (2) weeks prior to the Final Fairness Hearing, ARX will submit briefing supporting its position on Class Counsel's attorneys' fees, costs and expenses, which is likely to oppose any requested multiplier.

The Parties agree Class Counsel may request from the Court a Service Award for the Class Representative in the amount of Two Thousand Dollars (\$2,000.00), to be paid separate and apart from the Aggregate Cap. ARX will not object to the Class Representative's request for a Service Award payment, unless Class Representative's request exceeds the terms outlined in this Settlement Agreement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue ARX and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement.

19. How do I get out of the Settlement?

In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Settlement Administrator, so it is mailed with a **postmark** date no later than **DATE**.

The letter must clearly state that the Settlement Class Member wants to be excluded from the Settlement in *Kaminowitz v. AssistRX Inc., et al.*, Case No. 6:23-cv-01446-WWB-EJK (M.D. Fla.), and must include his or her name, address, and signature. If the opt-out is untimely or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

ARX Data Incident Settlement Administrator
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

20. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Credit Monitoring Protections or a Reimbursement payment if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue ARX and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against ARX or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT**22. How do I tell the Court that I do not like the Settlement?**

If you do not like the terms of the Settlement, you can write to the Court in the form of an objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement.

To be valid, an objection must state:

- The objector's full name, address, telephone number (if any), and email address (if any);
- Information identifying the objector as a Settlement Class Member;
- A written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- The identity of all lawyers (if any) representing the objector;
- The identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing;
- A list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- A statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and
- The objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

In addition, objections should also provide the following information: (i) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and (ii) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

To be considered timely, any valid objection in the appropriate form must be filed with the Clerk for the United States District Court for the Middle District of Florida no later than **DATE**. A copy of the objection must also be mailed to Class Counsel and ARX's Counsel, postmarked no later than **DATE**.

Court	Class Counsel	ARX'S Counsel
Clerk of Court United States District Court for the Middle District of Florida 401 W Central Blvd. Orlando, FL 32801	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Jason C. Kravitz Nixon Peabody LLP Exchange Place 53 State Street Boston, MA 02109

23. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE** at **TIME** before the Honorable Wendy W. Berger in Courtroom **X** of the United States District Court for the Middle District of Florida, located at 401 W Central Blvd., Orlando, FL 32801.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please monitor the Settlement Website or the Court's online docket site to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees, Costs and Expenses, and the Service Award to the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as our written objection is complete and submitted on time, the Court will consider it.

26. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (see Question 22). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against ARX or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator:

Mail: ARX Data Incident Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **EMAIL ADDRESS**

Toll-Free: 1-**XXX-XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**