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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Sean Skillings, Maureen March, Christine Willis, James Giguere, Cameron Lefontaine, E.B., a minor, by and through her guardian, Sarah Barr, and E.B., a minor, by and through her guardian, Amber Bassett, ("Plaintiffs"), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 21), and Access Sports Medicine and Orthopaedics, PLLC ("Access Sports" or "Defendant") (collectively the "Parties"), in the action *Skillings et al. v. Access Sports Medicine and Orthopaedics, PLLC* (Case No. 218-2024-CV-01086) filed on or about December 6, 2024, in the Rockingham County Superior Court of the State of New Hampshire (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined in Paragraph 24), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on September 20, 2024, Plaintiff Skillings filed a Complaint against Defendant related to a cybersecurity incident that began on or around May 10, 2024 (the "Data Incident") affecting Defendant;

WHEREAS, on September 23, 2024, Plaintiff March and Plaintiff Willis separately filed two related Complaints against Defendant for claims arising out of the Data Incident;

WHEREAS, the *Skillings, March*, and *Willis* actions were consolidated on the motion of the Plaintiffs, and a Consolidated Complaint adding Plaintiffs James Giguere, Cameron Lafontaine, E.B., a minor, by and through her guardian, Sarah Barr, and E.B., a minor, by and through her guardian, Amber Bassett, was filed on December 6, 2024 in the Rockingham County Superior Court of the State of New Hampshire;

WHEREAS, the Parties agreed to engage in mediation on October 6, 2025, and prior to mediation the Parties exchanged information necessary to evaluate their respective settlement positions;

WHEREAS, after mediation and weeks of arm's-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this Agreement;

WHEREAS, Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiffs and Settlement Class Members in any way;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and

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resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. "Approved Claim" means the complete and timely submission of a Claim Form by a Participating Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. "Alternative Cash Payment" means the cash payment of $50 that Settlement Members can claim as set forth in Paragraph 40(b).

3. "Claim Form" means the form(s) Participating Settlement Class Members must submit to be eligible for Credit Monitoring Services, Documented Losses, and/or the Alternative Cash Payment claims under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**. Class members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

4. "Claims Deadline" means the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to the Settlement Website to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

5. "Claims Review Process" means the process for reviewing and determining whether claims are valid as set forth in Paragraph 43.

6. "Court" means the Rockingham County Superior Court of the State of New Hampshire.

7. "Credit Monitoring Services" means the credit monitoring services described in Paragraph 39, which includes one (1) year of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features.

8. "Defendant's Counsel" means Brian Middlebrook and J. Michael Paulino of Gordon Rees Scully Mansukhani, LLP.

9. "Documented Losses" means unreimbursed, documented expenses and fees that are fairly traceable to the Data Incident between May 10, 2024, and the Claims Deadline, including, without limitations and by way of example losses associated with fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data security incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage,

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copying, mileage, and long-distance telephone charges. The maximum amount any one Settlement Class Member may recover for Documented losses is $2,500.00, made under penalty of perjury. Documented Losses must be supported by third-party documentation, as discussed in Paragraph 40(a).

10. "Effective Date" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

11. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

12. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment to be approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives.

13. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the New Hampshire Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

14. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

15. "Notice" means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto as **Exhibit A** ("Short Form Notices") and **Exhibit B** ("Long Form Notice").

16. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

17. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim

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Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

18. "Objection Deadline" is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be 60 days after the Notice Deadline, or other such date as ordered by the Court.

19. "Opt Out" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

20. "Opt-Out Deadline" is the last day on which a Settlement Class Member may postmark a Request for Exclusion, 60 days after the Notice Deadline.

21. "Participating Settlement Class Member" means a Settlement Class Member who submits a valid Claim Form and does not submit a valid Request for Exclusion, as set forth in Paragraph 64.

22. "Private Information" includes, but is not limited to, first, middle, and last names; addresses; phone numbers; dates of birth; photo identification and/or driver's licenses; medical information, and Social Security numbers. The term "Private Information" is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

23. "Preliminary Approval Order" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the New Hampshire Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

24. "Released Claims" means any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against the Released Parties, that result from, arise out of, are based upon, or relate to the Data Incident under any theory and/or the Action, and conduct that was alleged or could have been alleged in the Action, the initial complaints, Plaintiffs' Consolidated Complaint, and/or any subsequent operative complaints, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the from the Data Incident, including Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information .

25. "Released Parties" means Defendant and each and every one of its respective past, present, and future direct and indirect heirs, assigns, partners, associates, corporations, investors, owners, parents, subsidiaries, affiliates, departments, members, divisions, affiliated companies,

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predecessors, successors, directors, officers, employees, agents, vendors, insurers, reinsurers, benefit plans, managers, administrators, executors, trustees, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, predecessors, successors, service providers, retailers, and subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a "Released Party."

26. "Releasing Parties" and a "Releasing Party" shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Participating Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

27. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 64.

28. "Service Award Payment(s)" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 80.

29. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

30. "Settlement Administrator" means Angieon Group, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel, Defendant and Defendant's Counsel, to administer the settlement.

31. "Settlement Class" means All individuals within the United States whose Private Information was allegedly exposed to unauthorized third parties as a result of the data security incident discovered by Defendant on or before May 10, 2024. Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

32. "Settlement Class Counsel" means Philip J. Krzeski of Chestnut Cambronne PA, Scott E. Cole of Cole & Van Note and Gary M. Klinger of Milberg PLLC.

33. "Settlement Class List" means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

34. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class.

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35. "Settlement Class Representatives" means Sean Skillings, Maureen March, Christine Willis, James Giguere, Cameron Lafontaine, E.B., a minor, by and through her guardian, Sarah Barr and E.B., a minor, by and through her guardian, Amber Bassett.

36. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check or via electronic means (as agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 43.

37. "Settlement Website" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 62.

38. "Unknown Claims" means claims that could have been raised in the Action and/or related to the Released Claims and that Plaintiffs, any Settlement Class Members or any Releasing Party, do not know or suspect to exist which, if known by him, her, or it, might affect his, her, or its agreement to release the Released Parties or the Released Claims or might affect his, her, or its decision to agree, object, or not to object to the Settlement.

SETTLEMENT BENEFITS AND REIMBURSEMENT

39. **Credit Monitoring Services.** All Participating Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services which will include one (1) year of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features.

40. **Cash Benefits**. Defendant will pay Approved Claims for Documented Losses, or, in the alternative, Alternative Cash Payments, as described below.

a. **Claims for Documented Losses** up to a total of $2,500.00 per Participating Settlement Class Member that are fairly traceable to the Data Incident upon submission of a valid documented claim and supporting third-party documentation for each item of expenditure claimed. Participating Settlement Class Members with Documented Losses must submit documentation supporting their claims. This can include receipts, credit card statements, bank statements, invoices, and telephone records, or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. A legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Documented Losses on the minor's behalf. Documented Losses would include, without limitation and by way of example: losses associated with fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data security incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

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b. **Alternative Cash Payment.** Participating Settlement Class Members may claim an Alternative Cash Payment of $50.00 per Settlement Class Member in lieu of claims for Documented Losses. In other words, if a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Documented Losses. However, Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim.

41. **Aggregate Cap on Defendant's Liability.** Notwithstanding any other provision of this Agreement, the total amount payable by Defendant under this Settlement Agreement shall not exceed Nine Hundred Thousand Dollars ($900,000) ("Aggregate Cap"). This Aggregate Cap includes all payments to Class Members, attorneys' fees, costs, incentive awards, notice and administration expenses, credit monitoring, and any other payments required under this Agreement. In the event that the total value of Approved Claims, plus all other costs and payments under this Agreement, exceeds the Aggregate Cap, each Class Member's individual award shall be reduced *pro rata* so that the total payments do not exceed the Aggregate Cap.

42. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing information security enhancements implemented as a result of the Data Incident, and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

43. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

44. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Documented Losses, Alternative Cash Payment, or Credit Monitoring Services are valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted by the Claims Deadline and is timely.

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c. The Settlement Administrator will verify that the claimant has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Paragraph 40 above.

d. The Settlement Administrator will determine to what extent documentation for Documented Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.

e. In determining whether claimed Documented Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after May 10, 2024; (ii) whether the alleged loss for the specific Participating Settlement Class Member, involved the types of information for that individual that may have been affected in the Data Incident; (iii) the explanation of the Participating Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.

f. The Settlement Administrator is authorized to contact any Participating Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

h. To the extent the Settlement Administrator determines that a timely claim Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Participating Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Participating Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

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

46. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or

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

47. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator shall send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree

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

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

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

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

a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding

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

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

52. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the settlement; (iii) the formulation, design or terms of the Cash Payment; (iv) the determination, administration, calculation, or payment of any claims asserted against the Cash Payment; (v) any losses suffered by, or fluctuations in the value of the Cash Payment; or (vi) the payment or withholding of any taxes and any tax related expenses.

53. **Payment.**

a. After the Effective Date, and after final determinations have been made with respect to all claims submitted by the Claims Deadline pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment, and also provide funding instructions to Defendant. Within the later of thirty (30) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Documented Losses, Credit Monitoring Services, or the Alternative Cash Payment in accordance with the terms of this Agreement.

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b. Payments issued by the Settlement Administrator for Approved Claims for Documented Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 53(a).

c. All Participating Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

54. **Timing**. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

55. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone communication to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

56. **Voided Checks**. In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

57. **Deceased Class Member**. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof that the Participating Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendants' Counsel.

58. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

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59. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

SETTLEMENT CLASS NOTICE

60. **Timing of Notice**. Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

61. **Form of Notice**. Notice shall be disseminated via standard postcard with a tear-off summary claim form through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Settlement Administrator will send Notice via email to all Settlement Class Members for whom email addresses are available. For email Notices that are returned as undeliverable, and for Settlement Class Members with no known email address, one Short Form Notice shall be sent via U.S. Mail. The Notice mailed or emailed to Settlement Class Members will consist of one Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend one postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

62. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the deadlines for filing a claim, objection, or opt-out requests, and the date of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

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63. **Cost of Notice and Administration**. Defendant will pay all Notice and Administrative Expenses separate and apart from the Settlement benefits in Paragraphs 39–41.

OPT-OUTS AND OBJECTIONS

64. **Opt-Outs**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement even if that Settlement Class Member does not submit a valid claim.

a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, telephone number, and email address (if any), personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Participating Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 64, above, shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

65. **Objections**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a

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Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action, including the Release. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

DUTIES OF THE SETTLEMENT ADMINISTRATOR

66. Settlement Administrator. The Parties agree that, subject to Court approval, Angieon Group shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator's administration of the Settlement. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of New Hampshire.

67. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

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h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

j. Providing to Class Counsel and Defendants' Counsel a list of initially approved claims and a list of initially rejected claims no later ten (10) days following the Claim Form Deadline

k. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;

l. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

m. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;

n. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

68. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representative for the Settlement Class.

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69. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

70. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, no later than fourteen (14) days prior to the date of the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Fee Award, Costs and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Motion for Fee Award, Costs and Service Awards,, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order.

71. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendant.

MODIFICATION AND TERMINATION

72. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all Exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

73. **Termination**. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. Defendants shall have the sole option to terminate this Agreement if

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more than 100 Settlement Class Members opt-out of the Settlement. Defendants shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period and receipt of the list of Requests for Exclusion from the Settlement Administrator.

74. **Effect of Termination**. In the event of a termination as provided in Paragraph 73, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

75. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

RELEASES

76. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

77. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, to the extent applicable, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

78. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

79. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Participating Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

SERVICE AWARD PAYMENTS

80. **Service Award Payments**. At least forty-five (45) days before the initially scheduled Final Approval Hearing, Settlement Class Counsel will file a motion seeking Service Award Payments for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand and Five Hundred Dollars and Zero Cents ($2,500.00). If more than $2,500.00 per Plaintiff is requested as a service award, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 73. Prior to the disbursement or payment of the Service Award Payments, each Settlement Class Representative shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved service award to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award Payments. Defendant's obligations with respect to the Court-

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approved service award shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the Settlement were negotiated.

81. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgment, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

ATTORNEYS' FEES, COSTS, EXPENSES

82. **Attorneys' Fees and Costs and Expenses**. At least fourteen (14) days prior to the deadline to opt out of or object to the Settlement, Settlement Class Counsel will file a Motion for Fee Award, Costs and Service Awards, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for Fee Award and Costs, which shall not exceed Three Hundred and Seventy-Five Thousand Dollars ($375,000.00). If more than $375,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Paragraph 73. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the primary terms of the Settlement were negotiated.

83. **No Effect on Agreement**. The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of the Fee Award and Costs approved and awarded by the Court or any appeal thereof. The amount and timing of the Fee Award and Costs are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of the Fee Award and Costs shall constitute grounds for termination of this Agreement.

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NO ADMISSION OF LIABILITY

84. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

85. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

MISCELLANEOUS

86. **Integration of Exhibits**. The Exhibits to this Agreement and any Exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

87. **Entire Agreement**. This Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the Exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

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

89. **Resolution**. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

90. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Agreement shall refer to calendar days unless otherwise specified.

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91. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendant.

92. **Singular and Plurals**. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

93. **Headings**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

94. **Construction**. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

95. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

96. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

98. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of New Hampshire, without regard to choice of law principles.

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

100. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

101. **Notices**. All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by email to:

Phillip J. Krzeski, Esq.
CHESTNUT CAMBRONNE PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
pkrzeski@chestnutcambronne.com

Scott Edward Cole, Esq.
COLE & VAN NOTE

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555 12th Street, Suite 2100
Oakland, CA 94607
sec@colevannote.com

Gary M. Klinger
MILBERG PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

All notices to Defendant provided for herein, shall be sent by email to:

Brian Middlebrook
J. Michael Paulino
Gordon Rees Scully Mansukhani LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004
bmiddlebrook@grsm.com
jpaulino@grsm.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

102. **Authority**. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

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

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

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and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

105. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

106. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

107. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

SIGNATURES

Sean Skillings

By: _____ Date: 13 Aug 2026

Maureen March

By: DocuSigned by: Maureen March A507F65CB63145A... Date: 9/1/2026 | 10:33 AM EDT

Christine Willis

By: Christine Willis (Sep 8, 2026 20:44:33 EDT) Date: 09/08/2026

James Giguere

By: _____ Date: 09 / 02 / 2026

Cameron Lafontaine

By: _____ Date: 09 / 04 / 2026

Sarah Barr

By: Sarah Barr (Aug 31, 2026 16:22:12 EDT) Date: 08/31/26

Amber Bassett

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By: Amber Bassett (Aug 31, 2026 18:00:57 EDT) Date: 08/31/26

Access Sports Medicine and Orthopaedics, PLLC

By: Signed by: Adam Rembisz D874C8B5A08340F... Date: August 20, 2026

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Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____ Date: _____

By: DocuSigned by: Philip Krzeski 4E87353B5B7647E... Date: 9/1/2026 | 8:07 AM PDT

PHILIP J. KRZESKI
CHESTNUT CAMBRONNE PA

By: Signed by: Gary Klinger 16725525D2A049A... Date: 9/11/2026 | 9:50 AM CDT

GARY M. KLINGER
MILBERG PLLC

By: _____ Date: 8/31/26

SCOTT EDWARD COLE
COLE & VAN NOTE

Counsel for Defendant

By: _____ Date: August 21, 2026

BRIAN MIDDLEBROOK
GORDON REES SCULLY MANSUKHANI, LLP

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Dropbox Sign

Audit trail

Title	Access Sports Medicine & Orthopaedics | Settlement Agreement...
File name	2026-08-26_BEM_Ac...ent_agreement.pdf
Document ID	a07a4e1504bed1e7c667f4f27f3f01292efd2460
Audit trail date format	MM / DD / YYYY
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Document history

SENT	**09 / 02 / 2026** 16:52:46 UTC-5	Sent for signature to Jim Giguere (jgig@yahoo.com) from esignature@straussborrelli.com IP: 104.181.47.249
VIEWED	**09 / 02 / 2026** 16:54:55 UTC-5	Viewed by Jim Giguere (jgig@yahoo.com) IP: 69.200.1.13
SIGNED	**09 / 02 / 2026** 16:57:24 UTC-5	Signed by Jim Giguere (jgig@yahoo.com) IP: 69.200.1.13
COMPLETED	**09 / 02 / 2026** 16:57:24 UTC-5	The document has been completed.

Exhibit A

COURT-AUTHORIZED NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Skillings v. Access Sports Medicine and Orthopaedics, PLLC
Case No. 218-2024-CV-01086

You may be eligible to receive a Cash Payment and Credit Monitoring from a class action settlement.

Your rights may be affected.
Please read this Notice carefully.

For complete information about the terms of the Settlement, including your rights and options under the Settlement, please visit WEBSITE, call toll-free 1-XXX-XXX-XXXX or scan the QR code:



Access Sports Data Incident Settlement
c/o 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»
«CITY» «STATE» «ZIP»

ACCESS SPORTS DATA INCIDENT SETTLEMENT
CREDIT MONITORING & ALTERNATIVE CASH PAYMENT CLAIM FORM
«BARCODE»

Complete and return this Claim Form if you want to receive Credit Monitoring and/or the Alternative Cash Payment or visit WEBSITE to submit your claim online. Claims for Documented Losses must be submitted online or by using the full Claim Form, which is available for download at WEBSITE. The deadline to submit a Claim Form is DEADLINE.

Check the box(es) to indicate which benefit(s) you want to receive and provide the required information.

☐ **Alternative Cash Payment ($50.00)**. Select a payment method:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (mailed to the address above)

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

For more information, including disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card digital payment options, please visit WEBSITE.

☐ **Credit Monitoring**. Provide an email address to receive enrollment instructions: _____

Affirmation and Signature: I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form are true and correct to the best of my knowledge or recollection and that I am a Settlement Class Member and I have not opted out of the Settlement.

Signature: _____ **Printed Name:** _____ **Date:** __ __/__ __/__ __

«BARCODE»

The Rockingham County Superior Court of the State of New Hampshire authorized this Notice to inform you about a proposed class action Settlement. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options. This Notice provides only a summary. For complete information, visit WEBSITE.

The **Settlement Class** includes all individuals within the U.S. whose Private Information was allegedly exposed to unauthorized third parties as a result of the Data Incident discovered by Defendant on or before May 10, 2024. You have been identified as a Settlement Class Member.

Settlement Benefits. Settlement Class Members who submit a valid Claim may receive Credit Monitoring and one of the following Cash Payments: (a) reimbursement for Documented Losses up to $2,500; or (b) a $50 Alternative Cash Payment. The total amount payable by Defendant under the Settlement is subject to an Aggregate Cap of $900,000. The Aggregate Cap includes: (a) all Cash Payments; (b) Attorneys' Fee Award and Costs; (c) Service Awards; (d) Notice and Administration Expenses; (e) Credit Monitoring Services; and (f) any other payments required under the Settlement. If the total amount of these payments and expenses exceeds the Aggregate Cap, Settlement Class Members' individual awards will be reduced *pro rata* so that the total amount paid does not exceed $900,000.

How To Receive Benefits. You must submit a Claim Form to receive Settlement Benefits. To request Credit Monitoring and/or the Alternative Cash Payment, complete and return the attached Claim Form or submit a claim online at WEBSITE. Claims for Documented Losses must be submitted online or using the full Claim Form, which is available for download at WEBSITE. Online Claim Forms must be submitted no later than **DEADLINE**. Claim Forms submitted by mail must be received or postmarked no later than **DEADLINE**.

Your Other Options. To exclude yourself from, or "opt out" of, the Settlement, you must submit a valid exclusion request by **DEADLINE**. If you do not exclude yourself, you will be legally bound by the Settlement and will release any claims you may have against Defendant and the Released Parties relating to the legal claims resolved by the Settlement. If you do not exclude yourself, you may object to the Settlement and/or Settlement Class Counsel's requested Attorneys' Fee Award and Costs and Service Awards by **DEADLINE**. Review the Long Form Notice available at WEBSITE for complete instructions on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Philip J. Krzeski of Chestnut Cambronne PA, Scott E. Cole of Cole & Van Note and Gary M. Klinger of Milberg PLLC as Settlement Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you. Settlement Class Counsel will ask the Court to approve an Attorneys' Fee Award and Costs of up to $375,000 and Service Awards of up to $2,500 for each Settlement Class Representative. The Court may award less than the requested amounts.

Final Approval Hearing. The Court has scheduled a Final Approval Hearing for **DATE/TIME** at the Rockingham County Courthouse, 10 Route 125, Brentwood, NH 03833. At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Settlement Class Counsel's Motion for an Award of Attorneys' Fees and Costs and Service Awards, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend. The hearing date or time may change, so please check WEBSITE for updates.

POSTAGE
REQUIRED

ACCESS SPORTS DATA INCIDENT SETTLEMENT
SETTLEMENT ADMINISTRATOR
1650 ARCH STREET
SUITE 2210
PHILADELPHIA PA 19103

Exhibit B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are an individual within the U.S. whose Private Information was allegedly exposed as a result of the Data Incident discovered by Access Sports Medicine and Orthopaedics, PLLC on or before May 10, 2024, you may be eligible to receive a Cash Payment and Credit Monitoring Services from a class action settlement.

The Rockingham County Superior Court of the State of New Hampshire authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit ***Skillings v. Access Sports Medicine and Orthopaedics, PLLC,*** Case No. 218-2024-CV-01086, pending in the Rockingham County Superior Court (the "Action"). If the Settlement is granted final approval by the Court, it will resolve the legal claims arising from the Data Incident involving Access Sports Medicine and Orthopaedics, PLLC ("Access Sports").

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR LEGAL RIGHTS ARE AFFECTED.
PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: «DATE»**	Submitting a timely and valid Claim Form is the only way to receive Settlement Benefits. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at **FAQ #12**.
EXCLUDE YOURSELF FROM THE SETTLEMENT **DEADLINE: «DATE»**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits. More information about excluding yourself is available at **FAQ #18**.
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. • If you exclude yourself from the Settlement, you cannot object to it. • If you object to the Settlement, you are still eligible to submit a Claim Form. More information about objecting is available **FAQ #21**.
ATTEND THE FINAL APPROVAL HEARING **«DATE»**	You may attend the Final Approval Hearing where the Court will determine whether to grant final 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. The time and date of the hearing may change, so visit «WEBSITE» for updates. More information about the Court's Final Approval hearing is available at **FAQ#23**.
DO NOTHING	If you do nothing, you will not receive any Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

- 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. Settlement Benefits will not be provided unless the Court grants final approval of the Settlement and the Settlement becomes effective.

BASIC INFORMATION

1. Why is there a Notice?

The Rockingham County Superior Court of the State of New Hampshire authorized this Notice to inform you about a proposed class action Settlement. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiffs and Settlement Class Representatives Sean Skillings, Maureen March, Christine Willis, James Giguere, Cameron Lefontaine, E.B., a minor, by and through her guardian, Sarah Barr, and E.B., a minor, by and through her guardian, Amber Bassett filed this class action lawsuit against Access Sports Medicine and Orthopaedics, PLLC ("Defendant") related to a cybersecurity incident that began on or around May 10, 2024 (the "Data Incident").

The specific allegations asserted by Plaintiffs are described in the Consolidated Complaint, which is available on the Settlement Website at «WEBSITE».

Access Sports denies the allegations and denies any liability with respect to facts and claims alleged in this Action.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiffs" or "Settlement Class Representatives") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or "opt-out" of) the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and Defendant disagree about the legal claims in this Action. The Action has not gone to trial, and the Court has not decided in favor of either the Plaintiffs or the Defendant. Instead, the Plaintiffs and Defendant (collectively, the "Parties") agreed to settle the Action after considering the risks, costs, and uncertainties of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals within the U.S. whose Private Information was allegedly exposed to unauthorized third parties as a result of the Data Incident discovered by Defendant on or before May 10, 2024.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

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

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

All Settlement Class Members who do not opt-out of the Settlement are eligible to receive Credit Monitoring Services **and** a Cash Payment in the form of Documented Losses **or** an Alternative Cash Payment.

CREDIT MONITORING SERVICES

The Credit Monitoring Services provided for under this Settlement include one (1) year of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features.

DOCUMENTED LOSSES

In addition to Credit Monitoring Services, Settlement Class Members may submit a claim for up to $2,500.00 in Documented Losses **t**hat are fairly traceable to the Data Incident (meaning they must be reasonably related to the Data Incident), supported by documents from a third party, and not previously reimbursed.

Some examples of Documented Losses include:

- Money lost due to fraud or identity theft;
- Professional fees paid to attorneys, accountants, or credit repair companies;
- Costs to freeze or unfreeze your credit with a credit reporting agency;
- Credit monitoring costs incurred after Defendant mailed notice of the data security incident and before you submit your claim in this Settlement;
- Other related miscellaneous expenses, such as notary fees, faxing, postage, copying, mileage, and long-distance telephone charges.

Some examples of acceptable third-party documentation include:

- Receipts;
- Credit card statements;
- Bank statements;
- Invoices;
- Telephone records;
- Other documents that show what you paid for, how much you paid, and the date you paid.

Documents you prepare yourself ("self-prepared"), such as handwritten receipts, are not enough on their own to qualify for reimbursement. However, they may be considered if they help explain or support other documentation you submit.

ALTERNATIVE CASH PAYMENT

In addition to Credit Monitoring Services, Settlement Class Members who do not submit a claim for Documented Losses may instead choose to receive an Alternative Cash Payment of $50.00. There is no documentation required to receive this benefit.

AGGREGATE CAP

Defendant will pay no more than $900,000.00 under the Settlement. This $900,000.00 Aggregate Cap includes all Cash Payments, Attorneys' Fee Award and Costs, Service Awards, Notice and Administration Expenses, Credit Monitoring

Services, and any other payments required by the Settlement. If the total payments and expenses exceed $900,000.00, Settlement Class Members' individual payments will be reduced *pro rata* (proportionally) so that the total amount paid does not exceed the Aggregate Cap.

9. What else does the Settlement provide for?

The Defendant has also agreed to certain Business Practice Commitments.

Defendant will provide Settlement Class Counsel with a confidential declaration describing the information security enhancements made because of the Data Incident. The declaration will also estimate the annual cost of those improvements, to the extent that cost can reasonably be calculated. Defendant will pay for these improvements separately from the other Settlement benefits.

10. What am I giving up in order to stay 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 pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called "Released Claims" (*See* next question).

If you are a Settlement Class Member, you must submit an approved Claim to be eligible to receive Settlement Benefits. If you do nothing, you will not receive a payment or Credit Monitoring services from the Settlement.

11. What are the Released Claims?

The Settlement Agreement defines "Released Claims" any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against the Released Parties, that result from, arise out of, are based upon, or relate to the Data Incident under any theory and/or the Action, and conduct that was alleged or could have been alleged in the Action, the initial complaints, Plaintiffs' Consolidated Complaint, and/or any subsequent operative complaints, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the from the Data Incident, including Defendant's information security policies and practices, or Defendant's maintenance or storage of Private Information.

The Settlement Agreement defines "Released Parties" as Defendant and each and every one of its respective past, present, and future direct and indirect heirs, assigns, partners, associates, corporations, investors, owners, parents, subsidiaries, affiliates, departments, members, divisions, affiliated companies, predecessors, successors, directors, officers, employees, agents, vendors, insurers, reinsurers, benefit plans, managers, administrators, executors, trustees, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, predecessors, successors, service providers, retailers, and subrogees and assigns of any of the foregoing.

For more information about the Released Claims and Released Parties, please refer to the Settlement Agreement, which is available on the Settlement Website at «WEBSITE».

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

Settlement Class Members must submit a valid Claim Form to receive Settlement Benefits. Visit «WEBSITE» to submit a claim online or download a Claim Form to complete and return by mail.

Online Claim Forms must be submitted by «DEADLINE». Claim Forms submitted by mail must be received or postmarked by «DEADLINE ».

Mail your completed Claim Form and any required supporting documents to:

Access Sports Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

13. Can I request a Claim Form?

Yes. You can contact the Settlement Administrator to request that a Claim Form be sent to you by mail or email.

Access Sports Data Incident Settlement
Attn: Claim Form Request
1650 Arch Street Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

14. What happens if my contact information changes after I submit a Claim Form?

It is your responsibility to notify the Settlement Administrator of any changes to your contact information or payment details after you submit a Claim Form. Please include your Notice ID or Claim Number (if you submitted your claim online) with your written request to the Settlement Administrator.

Access Sports Data Incident Settlement
Attn: Claim Update
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address»

15. When and how will I receive the Settlement Benefits?

If you submit a valid claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved by the Court and becomes Final. The email will be sent to the email address that you provided on your Claim Form.

Cash Payments will also be issued by the Settlement Administrator only after the Settlement is approved by the Court and becomes Final. Payments will be issued via the payment method you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact information or payment instructions after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check «WEBSITE» for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Philip J. Krzeski of Chestnut Cambronne PA, Scott E. Cole of Cole & Van Note and Gary M. Klinger of Milberg PLLC as Settlement Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you.

Phillip J. Krzeski, Esq. **CHESTNUT CAMBRONNE PA** 100 Washington Avenue South Suite 1700 Minneapolis, MN 55401	Scott Edward Cole, Esq. **COLE & VAN NOTE** 555 12th Street Suite 2100 Oakland, CA 94607	Gary M. Klinger **MILBERG PLLC** 227 W. Monroe Street Suite 2100 Chicago, IL 60606

17. How will Settlement Class Counsel be paid?

Settlement Class Counsel will ask the Court to approve an Attorneys' Fee Award and Costs of up to $375,000.00 and Service Awards of up to $2,500.00 for each Settlement Class Representative.

The Court may award less than these amounts. Settlement Class Counsel's Motion for Fee Award, Costs and Service Awards will be posted on the Important Documents page of the Settlement Website, «WEBSITE», when available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the legal claims raised in this Action and/or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement, even if that Settlement Class Member does not submit a valid claim.

18. How do I get out of the Settlement?

Settlement Class Members who wish to opt-out of the Settlement must submit a written opt-out request to the Settlement Administrator at the address below, postmarked no later than «DEADLINE».

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

The opt-out request must include:

- The name of the proceeding, *Skillings v. Access Sports Medicine and Orthopaedics, PLLC*, Case No. 218-2024-CV-01086, Rockingham County Superior Court of the State of New Hampshire;
- The individual's full name;
- Current address;
- Telephone number;
- Email address (if any);
- Personal signature; and
- Must include the words "Request for Exclusion" or "Opt-Out," or another statement clearly indicating that the individual does not want to participate in the Settlement.

Each Settlement Class Member must submit their own Opt-out.

Any written request that attempts or purports to (a) opt-out Settlement Class Members as a group, in the aggregate, or as a class or (b) opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative, shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by the Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

19. 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 are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid Claim.

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

Settlement Class Members who wish to object to the Settlement, Settlement Class Counsel's requested Fee Award and Costs, and/or the Services Awards requested for the Class Representatives must:

a) File a written objection with the Court no later than «DEADLINE»; and
b) Send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel by email or mail postmarked no later than «DEADLINE».

Court	Settlement Administrator	Defendant's Counsel
«Court address for docket submissions»	Access Sports Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102 «Email Address»	Brian Middlebrook **GORDON REES SCULLY MANSUKHANI LLP** One Battery Park Plaza, 28th Floor New York, NY 10004 «Email Address»
Class Counsel	**Class Counsel**	**Class Counsel**
Phillip J. Krzeski, Esq. **CHESTNUT CAMBRONNE PA** 100 Washington Avenue South Suite 1700 Minneapolis, MN 55401 pkrzeski@chestnutcambronne.com	Scott Edward Cole, Esq. **COLE & VAN NOTE** 555 12th Street Suite 2100 Oakland, CA 94607 sec@colevannote.com	Gary M. Klinger **MILBERG PLLC** 227 W. Monroe Street Suite 2100 Chicago, IL 60606 gklinger@milberg.com

Written objections must include:

i. The name of the Action, *Skillings v. Access Sports Medicine and Orthopaedics, PLLC*, Case No. 218-2024-CV-01086, Rockingham County Superior Court of the State of New Hampshire;
ii. The Settlement Class Member's full name and current mailing address;
iii. A statement that states with specificity the grounds for the objection, as well as any document(s) supporting the objection;
iv. The identity of any attorney(s) representing the objector;
v. A statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
vi. Information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice of Settlement or copy of original notice of the Data Incident); and
vii. The signature of the Settlement Class Member or the Settlement Class Member's attorney.

The instructions contained in this section are the exclusive means for any challenge to the Settlement Agreement. Any Settlement Class Member who does not file a timely and adequate objection in accordance with these instructions waives the right to object or to be heard at the Final Approval Hearing, shall be forever barred from making any objection to the

Settlement, and shall be bound by the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, including the Release.

22. 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 Settlement Class (that is, you do not exclude yourself or "opt-out" of the Settlement). Excluding yourself is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom X of the Rockingham County Courthouse, 10 Route 125, Brentwood, NH 03833.

At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Settlement Class Counsel's Motion for an Award of Attorneys' Fees and Costs and Service Awards, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend. The hearing date or time may change, so please check «WEBSITE» for updates.

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

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 21), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

26. 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 the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at «WEBSITE». You may also contact the Settlement Administrator by mail or email with any questions you may have.

Mail: Access Sports Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: «Email Address»

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

Exhibit C

Your claim must be submitted online or postmarked by: [DEADLINE]	*Skillings et al. v. Access Sports Medicine and Orthopaedics, PLLC* Case No. 218-2024-CV-01086 Rockingham County Superior Court, State of New Hampshire **CLAIM FORM** «WEBSITE»	**ASMO-CLAIM**

GENERAL INSTRUCTIONS

This is the Court-approved Claim Form for Settlement Class Members in the ***Skillings v. Access Sports Medicine and Orthopaedics, PLLC*** class action Settlement. You are eligible but submit a Clam Form for Settlement Benefits you a member of the Settlement Class and you do not exclude yourself ("opt-out") from the Settlement. This Claim Form may be completed and mailed to the Settlement Administrator or submitted online at «WEBSITE».

The Settlement Class includes: All individuals within the U.S. whose Private Information was allegedly exposed to unauthorized third parties as a result of the Data Incident discovered by Defendant on or before May 10, 2024.

The following individuals are excluded from the Settlement Class and are not eligible to submit a Claim Form: (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

SETTLEMENT BENEFITS

All Participating Settlement Class Members are eligible to receive Credit Monitoring Services **and** one of the following Cash Benefit options: Documented Losses of up to $2,500.00 **or** the $50.00 Alternative Cash Payment.

Credit Monitoring Services - Includes one (1) year of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features.

Claims for Documented Losses – Up to $2,500.00

- Losses claimed must be fairly traceable to the Data Incident;
  - Examples of Documented Losses include, but are not limited to: Losses associated with fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of data security incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Losses claimed must be supported by third-party documentation;
  - Examples of acceptable documentation include receipts, credit card statements, bank statements, invoices, and telephone records, or other documentation showing the costs incurred.
  - "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Alternative Cash Payment - $50.00

- Available to Participating Settlement Class Members who are not claiming Documented Losses.
- There is no documentation requirement for this Cash Benefit.

  Participating Settlement Class Members can claim both the Alternative Cash Payment and Credit Monitoring Services.

Aggregate Cap - The total amount payable by Defendant under the Settlement is subject to an Aggregate Cap of $900,000.00. Included in the Aggregate Cap are; (a) all payments to Participating Settlement Class Members who submit timely and approved claims; (b) Attorneys' Fee Award & Costs; (c) Service Awards for the Class Representatives; (d) Notice and Administration Expenses; (e) Credit Monitoring Services; and (f) any other payments required under this Settlement. If the above-described costs exceed the Aggregate Cap, each Participating Settlement Class Member's individual award shall be reduced *pro rata* so that the total payments do not exceed $900,000.00.

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

Skillings et al. v. Access Sports Medicine and Orthopaedics, PLLC
Case No. 218-2024-CV-01086
Rockingham County Superior Court, State of New Hampshire
CLAIM FORM
«WEBSITE»

ASMO-CLAIM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

A legal guardian for a Participating Settlement Class Member under the age of eighteen (18) at the time the Claim Form is submitted may claim reimbursement of Documented Losses on the minor's behalf.

First Name	**Last Name**

Street Address

City	**State**	**Zip**

Email Address	**Phone Number**	**Notice ID**

Legal Guardian First Name	**Legal Guardian Last Name**

II. CREDIT MONITORING SERVICES

☐ Check this box if you want to receive Credit Monitoring Services.

Note: Enrollment instructions will be sent to the email address provided in Section I of this Claim Form after the Settlement is approved and becomes final.

III. DOCUMENTED LOSSES – UP TO $2,500.00

☐ Check this box if you want to receive reimbursement for Documented Losses.

Supporting Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the loss amount(s) that you are seeking reimbursement for (up to $2,500.00) that are supported by that documentation.

Description of Documented Loss	Amount
Total Documented Losses Claimed:	

Remember: The Documented Losses claimed must be actual, documented, not previously reimbursed, and fairly traceable to the Data Incident.

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

Skillings et al. v. Access Sports Medicine and Orthopaedics, PLLC
Case No. 218-2024-CV-01086
Rockingham County Superior Court, State of New Hampshire
CLAIM FORM
«WEBSITE»

ASMO-CLAIM

IV. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to receive the $50.00 Alternative Cash Payment.

Remember: If you are claiming Documented Losses, you are not eligible to claim this payment.

V. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (mailed to the address in Section I)

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

It is your responsibility to notify the Settlement Administrator of any changes to your payment information after the submission of your Claim Form.

VI. CERTIFICATION

I swear and affirm under the laws of the United States and under penalty of perjury that: (a) the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of my knowledge or recollection; (b) I am a Settlement Class Member; (c) I have not requested exclusion ("opted-out") from this Settlement; (d) 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; and (e) failure to provide information requested by the Settlement Administrator may result the denial of my claim.

_____	_____	_____
Signature	Printed Name	Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation, to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

Access Sports Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Exhibit D

THE STATE OF NEW HAMPSHIRE

ROCKINGHAM COUNTY SUPERIOR COURT

SEAN SKILLINGS, MAUREEN MARCH, CHRISTINE WILLIS, JAMES GIGUERE, CAMERON LAFONTAINE and E.B., a minor, by and through her guardian, SARAH BARR, and E.B., a minor, by and through her guardian, AMBER BASETT, individually, and on behalf of all others similarly situated;

v.

ACCESS SPORTS MEDICINE AND ORTHOPAEDICS, PLLC,

Docket No. 218-2024-CV-01086

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AGREEMENT

This matter came before the Court on Plaintiffs' Motion for Preliminary Approval of Class Settlement Agreement. Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendant have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation.

Plaintiffs Sean Skillings, Maureen March, Christine Willis, James Giguere, Cameron Lafontaine, E.B., a minor, by and through her guardian, Sarah Barr, and E.B., a minor, by and through her guardian, Amber Basett, ("Representative Plaintiffs") brought this class action case against Defendant Access Sports Medicine and Orthopaedics, PLLC ("Defendant") on December 6, 2024. In the Consolidated Class Action Complaint ("Consolidated Complaint"), Plaintiffs asserts claims for: (1) Negligence; (2) Breach of Implied Contract; (3) Breach of Implied Covenant of Good Faith and Fair Dealing; and (4) breach of the New Hampshire Consumer Protection Act, N.H. RSA §§ 358-A *et seq.*

According to the Complaint, Defendant experienced a targeted cyberattack and data breach, which resulted in the potential compromise of patients' personally identifiable information. The information potentially compromised consisted of Social Security numbers, dates of birth, financial information, medical information and health insurance information relating to Defendant's patients.

The Parties, through their counsel, have entered into a Settlement Agreement following good faith, arm's-length negotiations and a mediation overseen by the Hon. Moshe Jacobobius of JAMS (Ret). The Parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is **GRANTED** as set forth herein.

1. Class Certification for Settlement Purposes Only: For settlement purposes only and pursuant to New Hampshire Superior Court Civil Rule 16, the Court provisionally certifies the Settlement Class as follows:

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all members, whether otherwise required or permitted, is impracticable; (b) there are questions of law or fact common to the Settlement Class which predominate over any questions affecting only individual members; (c) the claims or defenses of the Settlement Class Representatives are typical of the claims or defenses of the Settlement Class; (d) the Settlement Class Representatives will fairly and adequately protect the interests of the

Settlement Class; (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy; and (f) attorneys for the Settlement Class Representatives will adequately represent the interests of the Settlement Class.

2. Settelemnt Class Representatives and Settlement Class Counsel: Plaintiffs Sean Skillings, Maureen March, Christine Willis, James Giguere, Cameron Lafontaine, E.B., a minor, by and through her guardian, Sarah Barr, an E.B., a minor, by and through her guardian, Amber Basett, are hereby provisionally designated and appointed as the Class Representatives.

The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives. The Court finds that Scott Edward Cole of Cole & Van Note, Philip J. Krzeski of Chestnut Cambronne, PA, and Gary Klinger of Milberg PLLC, are experienced and adequate counsel and are hereby provisionally designated as Settlement Class Counsel pursuant to New Hampshire Superior Court Civil Rule 16.

3. Preliminary Settlement Approval: Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. Jurisdiction: The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

5. Final Approval Hearing: A Final Approval Hearing shall be held on _____, 2026 at _____ o'clock [a.m./p.m.] in Rockingham County Superior Court, 10 Route 125, Brentwood, New Hampshire, 03833, to determine, among other things, whether: (a) this matter

should be finally certified as a class action for settlement purposes pursuant to New Hampshire Superior Court Civil Rule 16; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to New Hampshire Superior Court Civil Rule 16; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the motion of Settlement Class Counsel for an award of attorneys' fees and expenses (the "Fee Request") should be approved; and (f) the motion of the Settlement Class Representatives for a Service Award (the "Service Award Request") should be approved. Plaintiffs' Motion for Final Approval of the Settlement, Service Award Request, and Fee Request shall be filed with the Court at least forty-five (45) days prior to the initial scheduled Final Approval Hearing.

6. Settlement Administration: The Court appoints Angeion Group, LLC as the Settlement Administrator, with responsibility for class notice and claims administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement.

7. Findings Concerning Notice: The proposed Notice Program, set forth in the Settlement Agreement, and the Short-Form Notice, Long-Form Notice, and Claim Form, which are attached to the Settlement Agreement as Exhibits A, B, and C, respectively, satisfy the requirements of New Hampshire Superior Court Civil Rule 16 and provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made without further order of the Court. The Settlement Administrator and

Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within **thirty (30) days from the date of this Order** (the "Notice Deadline"), the Settlement Administrator and Defendant shall initiate the Notice Program, which shall be completed in the manner set forth in Paragraphs 48-51 of the Settlement Agreement.

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice. The Court concludes that the Notice Program meets all applicable requirements of law, including New Hampshire Superior Court Civil Rule 16, and the Due Process Clause(s) of the New Hampshire and United States Constitutions. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

8. Exclusion from the Class: Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written opt-out Request for Exclusion to the Claims Administrator at the address and in the manner provided in the Notice. Such opt-out Requests for Exclusion must meet the Opt-Out Deadline established by this Order and stated in the Notice.

For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written Opt-Out Request for Exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely Opt-Out Requests for Exclusion shall not be entitled to receive any benefits from the Settlement.

9. Objections and Appearances: Any Settlement Class Member who complies with the requirements of this Paragraph may object to the Settlement, the Service Award Request, or the Fee Request. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is: (a) electronically filed with the Court by the Objection Date as set forth in the Settlement Agreement; or (b) mailed first-class postage prepaid to the Clerk of Court, Settlement Class Counsel, and Defendant's Counsel at the addresses listed in the Notice, and postmarked by no later than the Objection Date set forth in the Settlement Agreement, and as specified in the Notice. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 53 of the Settlement Agreement, which is as follows:

a. the name of the action (*Skillings, et al., v. Access Sports Medicine*, Case No. 218-2024-CV-01086);

b. the Settlement Class Member's full name and current mailing address;

c. a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;

d. the identity of any attorneys representing the objector;

e. a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;

f. information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and

g the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who fails to comply with the provisions in this Paragraph may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement, if the Final Order and Judgment is entered.

If the Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

10. Claims Process: Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology

to Settlement Class Members who submit a timely and valid Claim Form. The Court preliminarily approves the plan for remuneration described in Paragraphs 42-47 of the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

11. Termination of the Settlement: This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

12. Use of Order: This Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission,

concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

13. Stay of Proceedings: Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

14. Continuance of Hearing: The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

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

SETTLEMENT TIMELINE

Grant of Preliminary Approval	
Notice Date	30 days after entry of the Preliminary Approval Order.
Objection Deadline	30 days before the initial scheduled Final Approval Hearing.
Opt-Out/Exclusion Deadline	30 days before the initial scheduled Final Approval Hearing.
Claims Deadline	90 days after Notice Date
Motion for Final Approval	45 days before the initial scheduled Final Approval Hearing.
Final Approval Hearing	135 days from preliminary approval

ORDERED this ____ day of _____.

By:_____
Hon. David W. Ruoff
Judge for the Superior Court of New Hampshire, Rockingham County