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:** **FEBRUARY 22, 2027**	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:** **JANUARY 22, 2027**	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:** **JANUARY 22, 2027**	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 **APRIL 2, 2027**	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 www.DataSettlementAccessSports.com 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 www.DataSettlementAccessSports.com.

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.

Access Sports Data Incident Settlement
c/o Settlement Administrator
PO Box 59
East Brunswick, NJ 08816-9998
info@DataSettlementAccessSports.com ● 1- (844) 727-4351

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 www.DataSettlementAccessSports.com.

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 www.DataSettlementAccessSports.com to submit a claim online or download a Claim Form to complete and return by mail.

Online Claim Forms must be submitted by February 22, 2027. Claim Forms submitted by mail must be received or postmarked by February 22, 2027.

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

Access Sports Data Incident Settlement
Attn: Claim Forms
PO Box 429
East Brunswick, NJ 08816-9998

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
PO Box 59
East Brunswick, NJ 08816-9998
info@DataSettlementAccessSports.com ● 1-(844) 727-4351

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
PO Box 59
East Brunswick, NJ 08816-9998
Info@DataSettlementAccessSports.com

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 www.DataSettlementAccessSports.com 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, www.DataSettlementAccessSports.com, 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 January 22, 2027.

Access Sports Data Incident Settlement
Attn: Exclusion Requests
PO Box 59
East Brunswick, NJ 08816-9998

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 January 22, 2027; 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 January 22, 2027.

Court	Settlement Administrator	Defendant's Counsel
Rockingham Superior Court P.O. Box 1258 Kingston, NH 03848-1258	Access Sports Data Incident Settlement Attn: Objections PO Box 59 East Brunswick, NJ 08816-9998 Info@DataSettlementAccessSports.com	Brian Middlebrook **GORDON REES SCULLY MANSUKHANI LLP** One Battery Park Plaza, 28th Floor New York, NY 10004 bmiddlebrook@grsm.com
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 **April 2, 2027** 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 www.DataSettlementAccessSports.com 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 www.DataSettlementAccessSports.com. You may also contact the Settlement Administrator by mail or email with any questions you may have.

Mail: Access Sports Data Incident Settlement, PO Box 59, East Brunswick, NJ 08816-9998

Email: Info@DataSettlementAccessSports.com

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