

Notice of Connexin Data Security Incident Class Action Settlement

*This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

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

*Para una notificación en español, llamar 1-888-907-0837 o visitar nuestro sitio web
www.ConnexinDataSettlement.com.*

- A proposed Settlement of a class action lawsuit arising out of a Data Security Incident has been reached with Connexin Software, Inc. d/b/a Office Practicum (“Connexin”). On or about August 26, 2022, Connexin discovered a third party threat actor was able to access files stored on one of Connexin’s servers. As a result, Personal Information of individuals who are or were patients of pediatric practices, employees, or otherwise affiliated with Connexin may have been accessed (the “Data Security Incident”). Impacted Personal Information may have included names, Social Security numbers, clinical information, human resource information, compensation data, and other medical or personal health information. Plaintiffs filed a lawsuit alleging that Connexin’s data security was negligent and otherwise violated the law, resulting in the Data Security Incident. Connexin disputes those allegations. Plaintiffs and Connexin have reached an agreement to settle those claims. If you were notified by Connexin that your Personal Information may have been compromised because of the Connexin Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Connexin has agreed to establish a \$4,000,000.00 Settlement Fund to (1) pay for three (3) years of expanded identity theft and fraud monitoring and \$1 million in insurance (“Expanded Identity Theft and Fraud Monitoring Services” or “EITFMS”); or (2) provide reimbursement of up to \$7,500.00 per Class Member for Class Members who incurred certain Out-of-Pocket Losses (“Reimbursement for Out-of-Pocket Losses”); or (3) provide *pro rata* Cash Fund Payment to Class Members (“Alternative Cash Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, Connexin has agreed to undertake certain security commitments and business changes intended to strengthen Connexin’s data and information security over a period of four (4) years.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: JULY 25, 2024	Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Expanded Identity Theft and Fraud Monitoring Services, a Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment. If you submit a Claim Form, you will give up the right to sue Connexin and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: JUNE 25, 2024	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Connexin, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: JUNE 25, 2024	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, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Connexin and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.

GO TO THE “FINAL APPROVAL” HEARING DATE: JULY 24, 2024	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Connexin and certain 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. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

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

The case is known as *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa. (the “Action”), in the United States District Court for the Eastern District of Pennsylvania. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Connexin Software, Inc. d/b/a Office Practicum, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or around August 26, 2022, a third party threat actor accessed files stored on one of Connexin’s servers. As a result, Personal Information of individuals who are or were patients of pediatric practices, employees, or otherwise affiliated with Connexin may have been accessed. Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. After conducting a thorough investigation, Connexin began notifying individuals of the Data Security Incident in December 2022.

The Plaintiffs claim that Connexin failed to adequately protect their Personal Information and that they were injured as a result. Connexin denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, Connexin is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Plaintiffs Kazandra Barletti, individually, as natural parent and next friend of A.B. and C.B., minors; Andrew Recchilongo; Sharonda Livingston, individually, as natural parent and next friend of K.J., a minor; Bradley Hain, individually, as natural parent and next friend of N.H. and T.H., minors; and Hailey Jowers.

4. Why is there a settlement?

The Class Representatives and Connexin do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Connexin. Instead, the Class Representatives and Connexin have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Connexin.

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WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All approximately 3 million natural persons whose Personal Information was compromised in the Data Security Incident. If you received Notice of this Settlement by mail or email, you are a Class Member, and your legal rights are affected by this Settlement.

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

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

Yes, the Settlement does not include (1) the Judges presiding over the Action and members of their immediate families and staff; (2) Connexin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Connexin or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

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

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.ConnexinDataSettlement.com, or call the Settlement Administrator's toll-free number at 1-888-907-0837.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following three Settlement Benefits, which are discussed in further detail below:

- (A) Three (3) years of Expanded Identity Theft and Fraud Monitoring Services and \$1 million in identity theft insurance coverage (“EITFMA”);

OR

- (B) Up to a \$7,500.00 cash payment for reimbursement of certain Out-of-Pocket Losses that are more likely than not related to the Connexin Data Security Incident (“Reimbursement for Out-of-Pocket Losses”);

OR

- (C) Alternative Cash Payments in amounts to be determined consistent with the terms of Section 3.7 of the Settlement Agreement. The amount of the Cash Fund Payments is unknown at this time but will be calculated based upon how many Class Members submit valid claims for EITFMS and for reimbursement of Reimbursement for Out-of-Pocket Losses.

In addition, Connexin has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review FAQ 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Expanded Identity Theft and Fraud Monitoring Services.

You may file a Claim Form to receive Expanded Identity Theft and Fraud Monitoring Services. Expanded Identity Theft and Fraud Monitoring Services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection.

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The Expanded Identity Theft and Fraud Monitoring Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services that may have been offered to you by Connexin in response to the Data Security Incident. You are eligible to make a claim for the Expanded Identity Theft and Fraud Monitoring Services being offered through this Settlement even if you did not sign up for the previous services.

Expanded Identity Theft and Fraud Monitoring Services include (i) up to \$1 million of identity theft insurance coverage; and (ii) three (3) years of identity theft and fraud monitoring providing, among other things, notice of changes to the Class Member's credit profile.

To receive Expanded Identity Theft and Fraud Monitoring Services, you must submit a completed Claim Form selecting to receive Expanded Identity Theft and Fraud Monitoring Services. You do not need to provide additional documents for this claim – only the Household ID number and PIN provided on your postcard notice.

B. Reimbursement for Out-of-Pocket Losses.

In the alternative to Expanded Identity Theft and Fraud Monitoring Services, you may elect to submit a Claim Form for reimbursement of certain Out-of-Pocket Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Connexin Data Security Incident or you spent money to protect yourself from future harm because of the Connexin Data Security Incident, you may make a claim for a Reimbursement for Out-of-Pocket Losses for reimbursement of up to \$7,500.00 in Documented Losses.

Out-of-Pocket Losses consist of unreimbursed losses incurred on or after August 26, 2022, that were related to identity theft and fraud and are more likely than not a result of the Connexin Data Security Incident, as well as any expenses related to the Connexin Data Security Incident. Examples include long distance telephone charges; cell phone minutes (if charged by the minute); internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); costs of credit reports purchased between August 26, 2022 and the Claims Deadline; documented costs paid for credit monitoring services and/or fraud resolution services purchased between August 26, 2022 and the Claims Deadline, provided you provide a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes; documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; other documented losses that are more likely than not related to the Data Security Incident; and compensation for hours of lost time spent dealing with the Data Security Incident at \$30/hour, up to five (5) hours maximum per Class Member ("Attested Lost Time"). Other losses or costs related to the Connexin Data Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Reimbursement for Out-of-Pocket Losses must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, police reports, telephone records, and receipts. Claims for Reimbursement for Attested Lost Time must be supported by a sworn check-box attestation that time claimed was spent dealing with the aftermath of the Data Security Incident.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive a Reimbursement for Out-of-Pocket Losses. If you file a Claim Form for a Reimbursement for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, and you have not otherwise claimed Expanded Identity Theft and Fraud Monitoring Services, your Claim Form will be considered as an alternative claim for an Alternative Cash Payment.

C. Alternative Cash Payment.

In the alternative to Expanded Identity Theft and Fraud Monitoring Services or Reimbursement for Out-of-Pocket Losses, you may elect to receive a cash payment. This is the "Alternative Cash Payment." The amount of the Alternative Cash Payment will vary depending on the number of valid claims that are submitted. To receive an Alternative Cash Payment, you must submit a completed Claim Form electing to receive an Alternative Cash Payment. You do not need to provide additional documents for this claim – only the Household ID number and PIN provided on your postcard notice.

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You are not required to provide Reasonable Documentation with your Claim Form to receive an Alternative Cash Payment. Individual Alternative Cash Payments may be reduced or increased pro rata (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. See FAQ 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting Expanded Identity Theft and Fraud Monitoring Services, Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment), it is important for you to understand how Settlement payments will be made. Administrative Expenses for costs of the settlement administration will be paid first. Then, Class Counsel fees and expenses and Service awards, as approved by the Court will be deducted from the Settlement Fund before making payments to Class Members. Class Counsel will seek attorneys' fees up to a maximum of 33.33% of the \$4,000,000.00 Settlement Fund (i.e., \$1,333,333.33), reasonable costs and expenses incurred by counsel for the Class not to exceed \$50,000 (referred to collectively as Fee Award and Costs), and Service Awards of up to \$2,500.00 to each of the Class Representatives. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Expanded Identity Theft and Fraud Monitoring Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Expanded Identity Theft and Fraud Monitoring Services, Reimbursement for Out-of-Pocket Losses claims will be paid second. If your claim for a Reimbursement for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not cure it, and you have not otherwise made a claim for Expanded Identity Theft and Fraud Monitoring Services, your claim for a Reimbursement for Out-of-Pocket Losses will instead be considered a claim for an Alternative Cash Payment.
3. Approved Alternative Cash Payments. If money remains in the Settlement Fund after paying Expanded Identity Theft and Fraud Monitoring Services claims and Reimbursement for Out-of-Pocket Losses claims, the amount of the Settlement Fund remaining will be used to create a "Post EITFMS/Reimbursement Net Settlement Fund," which will be used to pay all Alternative Cash Payment claims. The value of the Alternative Cash Payments is unknown at this time but will be calculated by subtracting from the Settlement Fund the amounts paid for valid claims for Expanded Identity Theft and Fraud Monitoring Services and Reimbursement for Out-of-Pocket Losses, and after those expenses are deducted, the Post EITFMS/ Reimbursement Net Settlement Fund will be divided pro rata to individuals with approved claims for Alternative Cash Payments.

10. Tell me more about Connexin's security commitments.

As a result of the Action, over the next four (4) years, Connexin has agreed to invest in other business changes intended to strengthen Connexin's data and information security, which Connexin estimates will cost in the range of \$1,500,000.00. Connexin agrees to provide Class Counsel with written verification that it is in compliance with this paragraph before the motion for final approval of the Settlement is due to be filed with the Court.

11. What is the total value of the Settlement?

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$4,000,000.00 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Connexin's remedial and enhanced security measures will be paid by Connexin in addition to the Settlement Fund.

12. What am I giving up to get a Settlement Benefit or stay in the Class?

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

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

13. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Connexin and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing (“Released Parties”) from any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined in the Settlement Agreement), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class related to or arising from the Data Security Incident, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action (“Released Claims”).

The Class Representatives and all Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.ConnexinDataSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

You must complete and submit a Claim Form by **July 25, 2024**. Claim Forms may be submitted online at www.ConnexinDataSettlement.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-907-0837 or by writing to Connexin Data Breach Settlement Administrator, P.O. Box 5735, Portland, OR 97228-5735. The quickest way to file a claim is online.

If you received a Postcard Notice by mail, use your Household ID number and PIN to file your Claim Form. If you lost or do not know your Household ID number and PIN, please visit the Settlement Website www.ConnexinDataSettlement.com to print a Claim Form or call 1-888-907-0837 to have a Claim Form mailed to you.

You may submit a claim for either (a) a Reimbursement for Out-of-Pocket Losses, OR (b) a claim for Expanded Identity Theft and Fraud Monitoring Services, OR (c) an Alternative Cash Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator. You may only select one form of Settlement Relief.

15. How do I make a claim for Expanded Identity Theft and Fraud Monitoring Services?

To file a claim for Expanded Identity Theft and Fraud Monitoring Services, you must submit a valid Claim Form electing to receive Expanded Identity Theft and Fraud Monitoring Services. To submit a claim for Expanded Identity Theft and Fraud Monitoring Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

Instructions for filling out a claim for Expanded Identity Theft and Fraud Monitoring Services are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for Expanded Identity Theft and Fraud Monitoring Services is **July 25, 2024**. Claims must be filed or postmarked if mailed by this deadline.

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Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

16. How do I make a claim for a Reimbursement for Out-of-Pocket Losses?

To file a claim for a Reimbursement for Out-of-Pocket Losses of up to \$7,500.00 for reimbursement of certain Documented Losses, you must submit a valid Claim Form electing to receive a Reimbursement for Out-of-Pocket Losses. To submit a claim for a Reimbursement for Out-of-Pocket Losses, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, police reports, telephone records, and receipts.

If your claim for a Reimbursement for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, and you do not otherwise make a claim for Expanded Identity Theft and Fraud Monitoring Services, your claim for a Reimbursement for Out-of-Pocket Losses will instead be considered a claim for an Alternative Cash Payment.

Instructions for filling out a claim for a Reimbursement for Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for a Reimbursement for Out-of-Pocket Losses is **July 25, 2024**. Claims must be filed (or postmarked if mailed) by this deadline.

17. How do I make a claim for an Alternative Cash Payment?

To file a claim for an Alternative Cash Payment, you must submit a valid Claim Form electing to receive an Alternative Cash Payment. To submit a claim for an Alternative Cash Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

If you wish to receive your payment via digital payment method options instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for an Alternative Cash Payment and does not elect to receive a digital payment will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for an Alternative Cash Payment are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for an Alternative Cash Payment is **July 25, 2024**. Claims must be filed or postmarked if mailed by this deadline.

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

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

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

19. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid claim for Expanded Identity Theft and Fraud Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final.

Payment for valid claims for an Alternative Cash Payment or a Reimbursement for Out-of-Pocket Losses will be provided by the Settlement Administrator after the Settlement is approved and becomes Final. You may elect to receive payment for valid claims for an Alternative Cash Payment or Reimbursement for Out-of-Pocket Losses via PayPal, Venmo, or digital payment instead of a check by submitting your email address with your Claim Form. Anyone who does not elect to receive payment via digital payment will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.ConnexinDataSettlement.com for updates.

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20. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$4,000,000.00 Settlement Fund will ever be paid back to Connexin once the Settlement is approved and has become Final. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed pro rata (equal share) among all Class Members with approved claims for Alternative Cash Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3.00 or more. If there is not enough money to provide qualifying Class Members with an additional \$3.00 payment, and if possible, the remaining Net Settlement Fund will be distributed to a non-profit recipient to be agreed to by the parties and approved by the Court.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes, the Court has appointed Benjamin F. Johns of Shub & Johns LLC, and Bart D. Cohen of Bailey & Glasser LLP as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

22. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 33.33% of the \$4,000,000.00 Settlement Fund (i.e., \$1,333,333.33), plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). They will also ask the Court to approve up to \$2,500.00 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at www.ConnexinDataSettlement.com before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

23. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa.; state the name, address, and telephone number and Household ID of the Class Member(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa." The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **June 25, 2024**:

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

You cannot exclude yourself by telephone or by email.

24. If I exclude myself, can I still get Expanded Identity Theft and Fraud Monitoring Services or a Settlement Payment as part of this class action settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Expanded Identity Theft and Fraud Monitoring Services, a Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment if you stay in the Settlement and submit a valid Claim Form.

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

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

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) state the Class Member's full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them or by filing them in person at the Courthouse. All objections must be submitted to the Court either by mailing them to: Clerk, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 or filing objections electronically through the Court's Electronic Claims Filing system or filing in person with the Court or postmarked on or before **June 25, 2024**.

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **July 24, 2024, at 10:00 a.m.** before the Honorable Joshua D. Wolson, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or see FAQ 32 to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

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

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

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

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

30. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (see FAQ 26). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney’s name, address, and phone number.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you are a 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 Connexin or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

32. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.ConnexinDataSettlement.com, or by contacting Class Counsel (see below).

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at the following:

Bart D. Cohen BAILEY & GLASSER LLP 1622 Locust Street Philadelphia, PA 19103 (215) 274-9420 bcohen@baileyglasser.com	Benjamin F. Johns Shub & Johns LLC Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428 bjohns@shublawyers.com
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PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Settlement affects your legal rights even if you do nothing.
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