

If you received notice from Albany ENT & Allergy Services P.C. (“AENT”) concerning a Security Incident, you may be eligible for benefits from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

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

Para una notificación en Español, visitar www.AENTSettlement.com.

- A settlement has been reached in a class action lawsuit against Albany ENT & Allergy Services P.C. (“Defendant” or “AENT”) relating to a cybersecurity incident as alleged in the Complaint, whereby ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems. The impacted files may include, but are not limited to, names, dates of birth, social security numbers, patient charts, and other medical treatment information (the “Security Incident”).
- The Settlement Class includes all individuals whose Personal Information was compromised in the Security Incident. Settlement Class Members are eligible to file claims for reimbursement of up to seven thousand five hundred dollars (**\$7,500**) for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Security Incident, or as an alternative to seeking reimbursement of out-of-pocket expenses, Settlement Class Members may receive a one-time cash payment of fifty dollars (**\$50**). In addition to, and regardless of whether you submit a claim for the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: OCTOBER 23, 2024	Submitting a Claim Form is the only way that you can receive settlement benefits provided by this settlement, including, documented Extraordinary Out-of-Pocket Losses, an Alternative Cash Payment, or Credit Monitoring and Identity Theft Protection Services. If you submit a Claim Form, you will give up the right to sue AENT in a separate lawsuit about the legal claims this settlement resolves.
EXCLUDE YOURSELF FROM THE SETTLEMENT DEADLINE: SEPTEMBER 23, 2024	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against AENT for the claims this settlement resolves. If you exclude yourself, you will give up the right to receive settlement benefits from this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: SEPTEMBER 23, 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. If you object, you may also file a Claim Form to receive settlement benefits, but you will give up the right to sue AENT in a separate lawsuit about the legal claims this settlement resolves.
GO TO THE FINAL FAIRNESS HEARING DATE: OCTOBER 16, 2024	You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Fairness Hearing.
DO NOTHING	If you do nothing, you will not receive settlement benefits and you will give up your rights to sue AENT 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. For complete details, view the Settlement Agreement, available at www.AENTSettlement.com, or call [1-844-731-2801](tel:1-844-731-2801).

- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

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BASIC INFORMATION

1. Why is this notice being provided?

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

The Court in charge of this case is the Supreme Court of New York, Albany County. The case is known as *Woods, et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23 (the “Civil Actions”). The individuals who filed the lawsuit are called the Plaintiffs and the entity they sued is called the Defendant. Plaintiffs and Defendant agreed to this settlement.

2. What is this lawsuit about?

The lawsuit claims that the Defendant was responsible for the Security Incident. Plaintiffs, allege that between March 23, and April 2, 2023, ransomware groups attacked AENT’s computer systems and obtained patient and employee information from AENT’s systems. The impacted files may include, but are not limited to, names, dates of birth, social security numbers, patient charts, and other medical treatment information.

AENT denies each and all of the claims and contentions alleged against it in the Civil Actions filed, any and all liability or wrongdoing of any kind, denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Civil Actions.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case, Alayna Woods, Jennifer Nelson, Jamella Montgomery, Susan Hall, Argiro Tziakas, Christina Kovalsky, and Andrew Blakemore) sue on behalf of people who have similar claims. Together, all these people are called Settlement Class Members or Members. One court and one judge resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The class representatives and their attorneys think the settlement is best for the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are in the Settlement Class as a Settlement Class Member if your Personal Information was compromised in the Security Incident. If you received mailed notice of this settlement, you are a Settlement Class Member, and your legal rights are affected by this settlement. If you have any questions as to whether you are a Settlement Class Member, you may contact the Claims Administrator by calling [1-844-731-2801](tel:1-844-731-2801), by emailing info@AENTSettlement.com, or by visiting www.AENTSettlement.com.

Questions? Go to www.AENTSettlement.com or call [1-844-731-2801](tel:1-844-731-2801).

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

Yes. The Settlement Class specifically excludes: (i) AENT, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her 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 Security Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following Settlement Benefits:

1. Cash payments of up to \$7,500 per Class Member for reimbursement of Extraordinary Out-of-Pocket Losses;

OR

2. As an alternative to seeking reimbursement of out-of-pocket losses, Settlement Class Members may receive a one-time cash payment of \$50.

In addition to, and regardless of whether you submit a claim for, the monetary benefits described above, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services.

The settlement also provides that Defendant has adopted, paid for, implemented, and will maintain business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) implementation of enhanced multi-factor authentication; (ii) engagement with recognized third-party vendors for managed detection and response; (iii) adoption of additional encryption technologies; (iv) implementation of improved log retention and monitoring policies; and (v) creation of an incident response plan.

AENT's obligation to pay for reimbursement for out-of-pocket expenses and alternative cash payments will not, under any circumstance, exceed \$550,000 in the aggregate. If the total of valid claims exceeds \$550,000.00, each claim shall be reduced pro rata. This aggregate cap shall not apply to the costs of business practice changes, credit monitoring, notice and claims administration, or attorneys' fees, costs, and service awards.

8. What payments are available for Extraordinary Out-of-Pocket Losses?

All Settlement Class Members may elect to submit a Claim Form for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Security Incident, not to exceed \$7,500 per Settlement Class Member, that were incurred more likely than not as a result of the Security Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft; (ii) other fees for credit repair or similar services; (iii) and costs associated with freezing or unfreezing credit.

To receive reimbursement for extraordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Security Incident; and (3) the loss occurred between March 27, 2023, and October 23, 2024 (Claims Deadline).

Questions? Go to www.AENTSettlement.com or call [1-844-731-2801](tel:1-844-731-2801).

9. What does Credit Monitoring and Identity Theft Protection Provide?

In addition to, and regardless of whether they submit a claim for, the monetary benefits described in question 7, Settlement Class Members may claim two (2) years of three-bureau credit monitoring and identity theft protection services through CyEx. The identity theft monitoring will include: (i) real time monitoring of the credit file at all three credit bureaus (Experian, Equifax, and Transunion) for two years; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) medical identity monitoring; (iv) identity theft insurance of at least \$1 million (no deductible); and (v) access to fraud resolution agents to help investigate and resolve identity thefts.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

10. How do I get benefits from the settlement?

To qualify for settlement benefits, you must complete and submit a Claim Form. You may submit a claim form online at www.AENTSettlement.com and follow the instructions. Online Claim Forms must be submitted by Month DD, 2024. You may also download a paper Claim Form on the Settlement Website or call the Claims Administrator at [1-844-731-2801](tel:1-844-731-2801) to request a paper Claim Form be mailed to you. Claim Forms sent by mail must be **postmarked by October 23, 2024**, to:

Albany ENT Data Incident Claims Administrator
P.O. Box 4387
Baton Rouge, LA 70821

If you have questions about the claim submission process you may call the Claims Administrator at 1-844-731-2801 or visit www.AENTSettlement.com for more information.

11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **10:30 am on October 16, 2024**, to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

13. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want to receive benefits, you must submit a Claim Form online or postmarked by **October 23, 2024**.

14. What am I giving up as part of the settlement?

If the settlement becomes final, you will give up your right to sue AENT for the claims being resolved by this settlement. You will be “releasing” AENT and all related people or entities (collectively, “Released Parties”) as Questions? Go to www.AENTSettlement.com or call [1-844-731-2801](tel:1-844-731-2801).

described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at www.AENTSettlement.com.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue AENT about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

15. If I exclude myself, can I still get payment from the settlement?

No. If you exclude yourself from the settlement, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the settlement, you give up any right to sue AENT for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send written notice by mail stating that you want to be excluded from the settlement in *Woods et al. v. Albany ENT & Allergy Services, P.C.*. Your letter must include your name, address, telephone number and signature. Your letter must also clearly manifest your intent to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than **September 23, 2024**, to:

Albany ENT Data Incident Claims Administrator
P.O. Box 4387
Baton Rouge, LA 70821

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed William B. Federman of Federman & Sherwood, Danielle Perry of Mason LLP and Daniel O. Herrera of Cafferty Clobes Meriwether & Sprengel LLP, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will Class Counsel be paid?

AENT will not object to a request for reasonable attorneys’ fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. Class counsel may petition the Court for attorneys’ fees, inclusive of any costs and expenses of the settlement in an amount not to exceed \$415,000. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys’ fees, costs, and expenses awarded by the Court among them. Subject to

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Court approval, AENT has agreed not to object to a request for a service award in the amount of \$1,000 to each named Plaintiff.

The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap for out-of-pocket expenses and alternative cash payments. Class Counsel's application for attorneys' fees and expenses, and Plaintiff's service award, will be made available on the Settlement Website at www.AENTSettlement.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

20. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object to the settlement in *Woods et al. v. Albany ENT & Allergy Services, P.C.*, you must file a written notice with the Clerk of the Court by **September 23, 2024**.

Your objection must include:

- (a) the case name and docket number (“*Woods et al. v. Albany ENT & Allergy Services, P.C.*, Index No. 904730-23”);
- (b) your full name, current mailing address, telephone number, and e-mail address (if any);
- (c) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Security Incident);
- (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- (e) a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class
- (f) the identity of any and all attorneys representing you;
- (g) a statement as to whether you and/or your counsel will appear at the Final Fairness Hearing;
- (h) a list of all settlements to which you and/or your attorneys have objected in the preceding three (3) years; and
- (i) your signature or your attorney's signature.

You must mail your objection postmarked no later than **September 23, 2024**, to:

Clerk of Court
Albany County Courthouse, Room 102
16 Eagle Street, Albany, NY 12207

You must also mail copies of the notice to Class Counsel and Defendant's Counsel.

You must also mail copies of your objection to Class Counsel and Defendant's Counsel postmarked no later than **September 23, 2024**, at all of the addresses below.

CLASS COUNSEL	AENT's COUNSEL
<p style="text-align: center;">Daniel O. Herrera Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle St., Suite 3210 Chicago, IL 60602 Tel: (312) 782-4880 dherrera@caffertyclobes.com</p>	<p style="text-align: center;">Christopher S. Dodrill Greenberg Traurig, LLP 2200 Ross Ave., Suite 5200 Dallas, TX 75201 Tel.: (214) 665-3681 Christopher.Dodrill@gtlaw.com</p>

21. What is the difference between objecting to and excluding myself from the settlement?

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

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the settlement.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing at **10:30 a.m. on October 16, 2024**, in the Supreme Court of New York, Albany County, 16 Eagle Street, Albany, New York 12207. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service award to the Class Representatives.

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

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

24. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the settlement.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing, you will not receive any benefit from this settlement. If the Court approves the settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Litigation, resolved by this settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. Are more details about the settlement available?

Yes. This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at www.AENTSettlement.com, or by writing to the Albany ENT Data Incident Claims Administrator, P.O. Box 4387, Baton Rouge, LA 70821.

27. How do I get more information?

Go to www.AENTSettlement.com, call [1-844-731-2801](tel:1-844-731-2801), or write to Albany ENT Data Incident Claims Administrator, P.O. Box 4387, Baton Rouge, LA 70821.

*Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the settlement or claims process.*