

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

Heather Heath, et al., v. Keenan & Associates,
Case No. 24STCV03018 (Los Angeles Superior Court)

**If You Were Notified of a Data Security Incident that occurred at Keenan & Associates Between
August 21, 2023 and August 27, 2023,
You May be Entitled to a Cash Payment from a Class Action Settlement.**

*The Superior Court for the State of California authorized this Notice.
Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
You are not being sued.*

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

Para una notificación en Español, visitar nuestro sitio web www.keenanbreachsettlement.com.

A Settlement has been proposed in a class action lawsuit against Keenan & Associates (“Keenan” or “Defendant”) relating to a Data Security Incident that Keenan experienced between August 21, 2023 and August 27, 2023 when unauthorized users gained access to Keenan’s data systems. The files involved in the Data Security Incident included the following Personally Identifying Information: names, dates of birth, Social Security numbers, passport numbers, driver’s license numbers, health insurance information, and medical information, such as general health information. The Action alleges that Keenan was negligent or otherwise responsible in allowing the Data Security Incident to occur. The Parties have reached a Settlement to resolve the claims brought in the Action and to provide relief to Settlement Class Members.

If you received a notice from Keenan that your personal information may have been compromised as a result of the Data Security Incident, you are included in this Settlement as a “Class Member” and **you may be eligible to receive money from the Settlement.**

Under the Settlement, Keenan has agreed to establish a \$14 million Settlement Fund to pay for three years of credit monitoring and insurance services (“Credit Monitoring and Insurance Services” or “CMIS”). In addition to CMIS, the Settlement also permits Settlement Class Members to elect one of the following Settlement Payments, to be paid for from the Settlement Fund: (1) cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses; or (2) pro rata cash payments from the Settlement Fund (the “Cash Fund Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees, litigation costs and expenses, and Service Payments for Class Representatives. In addition, Keenan has agreed to undertake certain remedial measures and enhanced security measures that it will continue to implement for a period of two years.

The Court has already preliminarily approved the proposed Settlement and approved this notice. The Court has not yet decided whether to grant final settlement approval. Your legal rights are affected whether you act or do not act. You should read this Notice carefully.

Options	More information about each option
Submit a Claim Form Deadline: October 30, 2025	You must submit a Claim Form to receive the benefits provided by the Settlement, including CMIS and <u>either</u> a Documented Loss payment <u>or</u> a Cash Fund Payment. If you submit a Claim Form, you will give up your right to sue Keenan in a separate lawsuit about the legal claims this Settlement resolves. You will be bound by this Settlement.
Exclude Yourself From This Settlement Deadline: October 15, 2025	You can exclude yourself from the Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive a Settlement Payment. You will, however, preserve your right to personally sue or be part of a separate lawsuit against Keenan for the claims this Settlement resolves. If you file a Request for Exclusion, you cannot also submit a Claim Form as part of this Settlement.

QUESTIONS? CALL 1-(888)-764-4519 TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

Object to or Comment on the Settlement Deadline: October 15, 2025	You may object to the Settlement by writing to the Court about why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. If you object, you may also submit a Claim Form to receive Settlement Benefits, but you will give up your right to sue Keenan in a separate lawsuit about the claims this Settlement resolves.
Go to the Final Fairness Hearing DATE: November 14, 2025	You may choose to attend and speak at the Final Fairness Hearing where the Court will hear arguments concerning approval of the Settlement. You are <u>not</u> required to attend the Final Fairness Hearing.
Do Nothing	If you do nothing, you will not receive the CMIS Settlement Benefit or any of the monetary Settlement Benefits, and you will give up your right to sue Keenan in a separate lawsuit for the claims this Settlement resolves.

Your 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 and until the Court approves the Settlement, and that order becomes final.

Deciding what to do...

	Submit a Claim	Opt-out	Object	Do Nothing
Can I receive settlement money or benefits if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

Deadlines may be amended, and you should check the Settlement Website periodically for updates at www.keenanbreachsettlement.com.

BASIC INFORMATION

1. Why did I get this Notice?

A state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all 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 Honorable Timothy Patrick Dillon of the Los Angeles Superior Court is overseeing this class action. The case is known as *Heather Heath, et al., v. Keenan & Associates*, Case No. 24STCV03018 (Los Angeles Superior Court) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued that is a party to this Settlement, Keenan & Associates, is called the “Defendant.”

2. What is this lawsuit about?

Between August 21, 2023 and August 27, 2023, an unauthorized user accessed information relating to certain of Keenan’s customers, including names, dates of birth, Social Security numbers, passport numbers, driver’s license numbers, health insurance information, and medical information, such as general health information, in a Data Security Incident.

QUESTIONS? CALL 1-(888)-764-4519 TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM

The Plaintiffs claim that Defendant failed to adequately protect their Personally Identifying Information (PII) and that they were injured as a result. The Defendant, Keenan & Associates, 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. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant 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 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 Heather Heath, Brian Heinz, Robert Ruma, Matthew Rutledge, and Andrea Hans.

4. Why is there a Settlement?

The Class Representatives and Keenan 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 Keenan. Instead, the Class Representatives and Keenan 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 Keenan.

WHO IS INCLUDED IN THE SETTLEMENT

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

If you received Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if you were notified by Keenan that your PII was or may have been affected in the Data Security Incident.

6. Are there certain individuals who are not included as Class Members in the Settlement?

Yes, the Settlement does not include: (1) the Judge(s) presiding over the Action, Class Counsel, and members of their families; (2) Keenan and its subsidiaries, parent companies, successors, predecessors, and any entity in which Keenan or its parents have a controlling interest, and its current or former officers and directors; (3) 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 Persons.

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.keenanbreachsettlement.com, or call the Settlement Administrator’s toll-free number at 1-(888)-764-4519.

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 three years (i.e., 36 months) of Credit Monitoring and Insurance Services (i.e., CMIS), and one of following cash Settlement Payments:

- Pro rata Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement; or
- Cash Payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”).

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

Please review Question 12 below very 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 Settlement Benefit options is/are the best option for you.

9. Credit Monitoring and Insurance Services

You may elect to receive three years of Credit Monitoring and Insurance Services. The CMIS Settlement Benefit provides a way to protect yourself from unauthorized use of your PII. If you already have credit monitoring services, you may still sign up for this additional protection. The CMIS Settlement Benefits provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services offered by Keenan in response to the Data Security Incident to individuals who received a notice letter from Keenan. Class members who previously accepted Keenan's credit monitoring and identity resolution services may choose to extend the start date for the CMIS benefits until after Keenan's identity theft services expire. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you did not sign up for the previous services.

Credit Monitoring and Insurance Services include the following benefits: (i) up to \$1 million of identity theft insurance coverage; and (ii) three bureau credit monitoring providing notice of changes to the Participating Settlement Class Member's credit profile. The estimated retail value of the CMIS Settlement Benefit is \$15.06 per Settlement Class Member.

10. The Documented Loss Payment

In addition to the CMIS Settlement Benefit, and in the alternative to a Cash Fund Payment, you may elect to submit a Claim Form for reimbursement of Documented Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Data Security Incident, and was not reimbursed by insurance, or you spent money to protect yourself from future harm because of the Data Security Incident, you may make a claim for a Documented Loss Payment for reimbursement of up to \$10,000 in Documented Losses.

Documented Losses consist of unreimbursed losses incurred on or after August 21, 2023 that were related to identity theft and fraud and were more likely than not a result of the Data Security Incident. It also includes expenses related to Data Security Incident. For example, credit card or debit card cancellation or replacement fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, passport, Social Security number, professional services, and out-of-pocket expenses for notary, fax, postage, delivery, copying, mileage, and long-distance telephone charges. Other losses or costs related to the Data Security Incident that were not reimbursable through insurance may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted seeking Settlement Payment for a Documented Loss will be carefully reviewed and scrutinized by the Settlement Administrator to determine if the claimed loss is more likely than not related to the Data Security Incident.

Claims for Documented Loss Payments must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Individual cash payments, including Documented Loss Payments, may be reduced or increased pro rata depending on the number of Class Members that participate in the Settlement.

If you submit a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, your Claim Form will be considered a claim for a Cash Fund Payment.

11. The Cash Fund Payment

In addition to the CMIS Settlement Benefit, and **in the alternative** to a Documented Loss Payment claim, you may submit a claim to receive a pro rata cash Settlement Payment. This is the "Cash Fund Payment." The amount of the Cash Fund Payment will vary depending on the number of valid claims that are submitted. An estimated range for the Cash Fund Payment is \$226-\$227 for California Class Members who submit valid claims, and \$113-\$114 for all other Class Members who submit valid claims (assuming a 1.5% to 3% claims rate), but these are just estimates, not a guarantee. To receive a Cash Fund Payment, you must submit a completed Claim Form electing to receive a Cash Fund Payment.

You are not required to provide supporting documents with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund Payments may be reduced or increased pro rata 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* Question 12, below.

12. How Will Settlement Benefits be paid?

Before determining which Settlement Benefit options from the Settlement are best for you, it is important for you to understand how Settlement Payments will be made. Class counsel will seek reasonable attorneys' fees and costs not to exceed \$4,975,000, and Service Payments of \$2,000 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice of the Settlement and processing claim forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed in the following order:

1. Credit Monitoring and Insurance Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Credit Monitoring and Insurance Services, Documented Loss Payment claims will be paid second.
3. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims and Documented Loss Payment claims, the amount of the Settlement Fund remaining will be used to create a "Post CM/DL Net Settlement Fund," which will be used to pay all Cash Fund Payment claims. As stated in Question 11 above, those are an estimated range of \$226-\$227 for California Class Members who submit valid claims, and \$113-\$114 for all other Class Members who submit valid claims. This is just an estimate, not a guarantee, based on Class Counsel's experience and belief.

13. Tell me more about Keenan's remedial measures and enhanced security measures.

Keenan has completed an investigation into the cause and scope of the Data Security Incident and completed remediation of the vulnerabilities that allowed the Data Security Incident to occur. As a result of the Settlement, for a period of two years, Keenan has agreed to implement and maintain certain cyber security, data and privacy protocols, and deploy additional security measures.

14. What is the total value of the Settlement?

The Settlement provides a \$33.8 million Settlement, which includes remedial actions taken by Keenan for the benefit of the Class. Any court-approved attorneys' fees, costs, and expenses, Service Payments 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.

15. 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 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 Keenan 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 question).

16. What are the Released Claims?

In exchange for the Settlement, Plaintiffs and Class Members ("Releasing Parties") agree to release Keenan and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action, as well as customers of Keenan's whose data was involved in the Data Security Incident ("Released Parties") from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation,

restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or could have asserted in the Action (including, but not limited to, assigned claims), or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), 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 known or unknown, 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, that arise out of or relate to the causes of action, allegations, practices, or conduct at issue in the Complaint related to Keenan, with respect to the Data Security Incident ("Released Claims"). The Released Claims are limited to only those that arose between February 3, 2024, and July 3, 2025. The Release will not be effective for Class Members until 30 Days after the Effective Date.

"Effective Date" means one Business Day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

The Released Claims do not include claims relating to the enforcement of the Settlement.

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

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

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

You must complete and submit a Claim Form by **October 30, 2025**. Claim Forms may be submitted online at www.keenanbreachsettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. Claim Forms could also be obtained from the Settlement Administrator (via email at keenanbreachsettlement@cptgroup.com, or mail to *Heath v. Keenan & Associates, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606*).

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Unique ID) to submit your Claim Form. If you lost or do not know your Claim Number (Unique ID), please email the Settlement Administrator at keenanbreachsettlement@cptgroup.com to obtain it.

You may submit a claim for Credit Monitoring and Insurance Services and either a Cash Fund Payment or a Documented Loss 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 submit a claim for CMIS and only one of the two cash Settlement Benefits: 1) a Cash Fund Payment, or 2) a Documented Loss Payment.

18. How do I make a claim for Credit Monitoring and Insurance Services?

To submit a claim for Credit Monitoring and Insurance Services, you must submit a valid Claim Form electing to receive Credit Monitoring and Insurance Services. To submit a claim for Credit Monitoring and Insurance Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **October 30, 2025**.

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form at www.keenanbreachsettlement.com.

The deadline to submit a claim for Credit Monitoring and Insurance Services is **October 30, 2025**.

19. How do I make a claim for a Cash Fund Payment?

To submit a claim for a Cash Fund Payment, you must submit a valid Claim Form electing to receive the Cash Fund Payment. To submit a claim for a Cash Fund Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **October 30, 2025**.

If you would like payment in a different form, for example, PayPal, Venmo or Direct Deposit, please file your Claim Form electronically through the Settlement Website at www.keenanbreachsettlement.com. Anyone who submits a valid claim for Cash Fund Payment and does not select their payment form online will receive their payment via regular check sent through U.S. Mail.

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

The deadline to submit a claim for a Cash Fund Payment is **October 30, 2025**.

20. How do I make a claim for a Documented Loss Payment for reimbursement?

To submit a claim for a Documented Loss Payment of up to \$10,000 for reimbursement of Documented Losses, you must submit a valid Claim Form accompanied by Reasonable Documentation pursuant to the terms of the Settlement. To submit a claim for a Documented Loss Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, on or before **October 30, 2025**.

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, telephone records, and receipts.

If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not correct it, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.

Instructions for filling out a claim for a Documented Loss Payment are included on the Claim Form. You may access the Claim Form at www.keenanbreachsettlement.com.

The deadline to submit a claim for a Documented Loss Payment is **October 30, 2025**.

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

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 sending an email to keenanbreachsettlement@cptgroup.com, or writing to:

Heath v. Keenan & Associates
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a notice in the mail, keep it in a safe place as you will need the unique Claim Number (Unique ID) provided on the Notice to activate your Credit Monitoring and Insurance Services.

Payment for valid claims for a Cash Fund Payment or a Documented Loss Payment 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 a Cash Fund Payment or a Documented Loss Payment digitally (e.g., via PayPal, Venmo) instead of a check, by submitting your e-mail address with your Claim Form. Anyone who does not elect to receive payment digitally will receive their payment via regular check sent through U.S. Mail.

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

23. What happens if money remains after all the Settlement claims are paid?

None of the money in the \$14 million Settlement Fund will be paid back to Keenan. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed pro rata among all Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the Electronic Frontier Foundation, a 26 U.S.C. § 501(c)(3) non-profit organization.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson PC; Ryan Clarkson and Yana Hart of Clarkson Law Firm; Benjamin F. Johns and Samantha E. Holbrook of Shub & Johns LLC; and M. Anderson Berry and Gregory Haroutunian of Clayeo C. Arnold, APC 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.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them reasonable attorneys’ fees and litigation costs and expenses not to exceed \$4,975,000. They will also ask the Court to approve \$2,000 Service Payments 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 Class Representative Service Payments will be made available on the Settlement website at www.keenanbreachsettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at keenanbreachsettlement@cptgroup.com.

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 Keenan 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.

26. 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 postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be submitted to the Settlement Administrator via US Mail. Requests for Exclusion must be in writing and must identify the case name *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los Angeles Superior Court); state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(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 *Heath, et al. v. Keenan & Assoc.*, 24STCV03018 (Los Angeles County Superior Court).” Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **October 15, 2025**:

You cannot exclude yourself by telephone, electronically, or by e-mail.

27. If I exclude myself, can I still get Credit Monitoring and Insurance Services, or a Settlement Payment?

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

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

No. If you don't exclude yourself, you give up any right to sue Keenan 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 Keenan 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

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

You can ask the Court to deny approval 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. Objections must be served via United States mail or e-mail to the Settlement Administrator, at the address listed in Question 35 below.

You objection must include the following: (i) your full name, current mailing address, and telephone number; (ii) a signed statement that you believe yourself to be a member of the Settlement Class; (iii) whether the objection applies only to the you as the objector, a subset of the Settlement Class, or the entire Settlement Class, (iv) the specific grounds for your objection; (v) all documents or writings that you desire the Court to consider; and (vi) a statement regarding whether you (or counsel of your choosing) intend to appear at the Fairness Hearing. All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

Any written objection you wish to submit must be submitted or postmarked on or before **October 15, 2025**.

Notwithstanding the foregoing, you may be allowed to speak regarding your objection at the Fairness Hearing, even if you have not complied with these procedures, subject to the discretion of the presiding Judge.

30. 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. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **November 14, 2025 at 10:00 a.m.** before the Honorable Timothy Patrick Dillon in Department 15 of the Los Angeles Superior Court, located at 312 North Spring Street – 1st Floor, Los Angeles, CA 90012.

The date and time of the Final Fairness Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or the Court's website (see Question 35) to confirm whether the date for the Final Fairness Hearing is changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs, and expenses; and the Service Payments to the Class Representatives. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing.

32. 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 send an objection, you do not have to come to Court to talk about it. As long as you submit your written objection on time the Court will consider it.

33. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you should indicate this in your written objection (*see* Question 29). If you plan to have your attorney speak for you at the Fairness Hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

34. 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 Keenan or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. 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.keenanbreachsettlement.com, or by contacting Class Counsel or the Settlement Administrator (see below), by accessing the Superior Court website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV03018, or by visiting the office of the Clerk, Superior Court of the State of California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, between 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

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

Resource	Contact Information
Settlement Website	www.keenanbreachsettlement.com
Settlement Administrator	<i>Heath v. Keenan & Associates</i> c/o CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 keenanbreachsettlement@cptgroup.com

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

QUESTIONS? CALL 1-(888)-764-4519 TOLL-FREE OR VISIT
WWW.KEENANBREACHSETTLEMENT.COM