

# Notice of Forefront Ransomware Attack Class Action Settlement

*A federal court has authorized this Notice. 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 1-844-578-0137o visitar nuestro sitio web [www.forefrontsettlement.com](http://www.forefrontsettlement.com).*

- A Settlement has been proposed in a class action lawsuit against Forefront Dermatology, S.C. and Forefront Management, LLC (together, “Defendants” or “Forefront”), relating to a ransomware attack that initially began in May 2021, when the IT network of Forefront was hacked in a sophisticated criminal cyberattack affecting certain Forefront files that may have contained information of Forefront’s patients, employees, and/or other affiliated persons (the “Attack” or “Ransomware Attack”). As a result, Personal Information of millions of individuals who are or were patients, employees, or otherwise affiliated with Forefront may have been accessed by unauthorized persons. The plaintiffs allege that the Personal Information obtained may have included, without limitation, names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other personal health information. Forefront has no evidence that patient Social Security numbers, driver’s license numbers, or financial account/payment card information were involved. If you were notified by Forefront that your Personal Information may have been compromised as a result of the Forefront Ransomware Attack, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Forefront has agreed to establish a \$3.75 million Settlement Fund to: (1) pay for two years of credit monitoring and insurance services (“Credit Monitoring and Insurance Services” or “CMIS”); (2) provide cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”); and/or (3) provide cash payments of up to \$125 per Class Member for reimbursement of Lost Time (“Lost Time Payment”); **or, alternatively**, (4) provide cash payments to Class Members (“Cash Fund 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, Forefront has agreed to undertake certain remedial measures and enhanced security measures that they will continue to implement.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                     |  |
|--|--|
| <b>FILE A CLAIM FORM</b><br><b>EARLIEST DEADLINE:</b><br><b>FEBRUARY 8, 2023</b>             | Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits provided by this Settlement, including Credit Monitoring and Insurance Services, a Documented Loss Payment, Lost Time Payment, or a Cash Fund Payment.<br><br>If you submit a Claim Form, you will give up the right to sue Forefront and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.                          |
| <b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b><br><b>DEADLINE:</b><br><b>JANUARY 24, 2023</b>  | This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Forefront, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.<br><br>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.   |
| <b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b><br><b>DEADLINE:</b><br><b>JANUARY 24, 2023</b> | 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 can also write the Court to provide comments or reasons why you support the Settlement.<br><br>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Forefront and Released Parties in a separate lawsuit about the legal claims this Settlement resolves. |
| <b>GO TO THE “FINAL APPROVAL” HEARING</b><br><b>DATE: MARCH 1, 2023</b>                      | 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.   |
| <b>DO NOTHING</b>  | If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Forefront and certain Released Parties for the claims this Settlement resolves.  |

**This Settlement affects your legal rights even if you do nothing.**  
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- 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 federal 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 Honorable Lynn Adelman of the United States District Court for the Eastern District of Wisconsin is overseeing this class action. The case is known as *In re Forefront Data Breach Litigation*, Case No. 1:21-cv-00887-LA (E.D. Wis.) (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued, Forefront Dermatology, S.C. and Forefront Management, LLC are called the “Defendants.” The Plaintiffs and the Defendants agreed to this Settlement.

### **2. What is this lawsuit about?**

In May 2021, cyber criminals attempted to illegally access information stored on Forefront’s IT network. As a result, Personal Information of approximately 2.4 million individuals who are or were patients, employees, or otherwise affiliated with Forefront may have been accessed. The plaintiffs allege that the impacted Personal Information may have included names, email addresses, phone numbers, home addresses, dates of birth, Social Security numbers (SSN), drivers’ license information, tax records, bank account and routing information, and other personally identifying information, as well as information used to process health insurance claims, prescription information, medical records and data, and other personal health information. Forefront has no evidence that patient Social Security numbers, driver’s license numbers, or financial account/payment card information were involved.

The Plaintiffs claim that Forefront failed to adequately protect their Personal Information and that they were injured as a result. Forefront 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. Forefront denies these and all other claims made in the Action. By entering into the Settlement, Forefront 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 Judith Leitermann, Lynn Anderson, and Milan E. Kunzelmann.

### **4. Why is there a Settlement?**

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

## **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 natural persons who are residents of the United States whose Personal Information was potentially compromised in the Ransomware Attack and were sent, either by U.S. Mail or e-mail, notice by Forefront that their Personal Information may have been compromised in the Ransomware Attack.

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?**

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Yes, the Settlement does not include: (1) the Judges presiding over the Action and members of their families; (2) Forefront, its subsidiaries, parent companies, successors, predecessors, and any entity in which Forefront 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.forefrontsettlement.com](http://www.forefrontsettlement.com), or call the Settlement Administrator’s toll-free number at 1-844-578-0137.

**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 Settlement Benefits:

- Two years of Credit Monitoring and Insurance Services;

**and/or**

- Cash payments of up to \$10,000 per Class Member for reimbursement of certain Documented Losses (“Documented Loss Payment”);

**and/or**

- Cash payments of up to \$125 per Class Member for reimbursement of Lost Time (“Lost Time Payment”).

**In the alternative** to the above Settlement Benefits, Class Members may elect to receive Cash Fund Payments in amounts to be determined in accordance with the terms of the Settlement.

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

Please review Number 13 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 four Settlement Benefit options is the best option for you.

**9. Credit Monitoring and Insurance Services.**

You may file a Claim Form to receive Credit Monitoring and Insurance Services. Credit Monitoring and Insurance 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. The Credit Monitoring and Insurance 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 Forefront in response to the Ransomware Attack. 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. If you file a claim for Credit Monitoring and Insurance Services and you already have credit monitoring services, you can choose to postpone the Credit Monitoring and Insurance Services from this Settlement for a period of 12 months.

Credit Monitoring and Insurance Services include: (i) up to \$1 million dollars of identity theft insurance coverage; and (ii) three bureau credit monitoring providing notice of changes to the Class Member’s credit profile. The estimated retail value for two years of the Credit Monitoring and Insurance Services product is \$720.

To receive Credit Monitoring and Insurance Services, you must submit a completed Claim Form selecting to receive Credit Monitoring and Insurance Services.

**10. Documented Loss Payment.**

In addition to Credit Monitoring and Insurance Services, 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 Forefront Ransomware Attack or you spent money to protect yourself from future harm because of the Forefront Ransomware Attack, and this amount was not otherwise recoverable through insurance, 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 May 28, 2021, that were related to identity theft and fraud and are more likely than not a result of the Forefront Ransomware Attack, as well as any expenses related to the Forefront Ransomware Attack. 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

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protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, 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 Forefront Ransomware Attack 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 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 may be reduced or increased *pro rata* (equal share) depending on the number of Class Members that participate in the Settlement.

To receive a Documented Loss Payment, you must submit a completed Claim Form electing to receive a Documented Loss Payment. If you file a Claim Form for a Documented Loss Payment and it is rejected by the Settlement Administrator and you do not correct it, and you have not otherwise claimed Credit Monitoring and Insurance Services and/or a Lost Time Payment, your Claim Form will be considered as an alternative claim for a Cash Fund Payment.

#### **11. Lost Time Payment**

In addition to Credit Monitoring and Insurance Services and a Documented Loss Payment, you may elect to submit a Claim Form for reimbursement of Lost Time. If you lost time related to your efforts undertaken to prevent or mitigate fraud and identity theft following announcement of the Ransomware Attack, you may make a claim for Lost Time Payment for up to five (5) hours of lost time at a rate of \$25 per hour, for a maximum of \$125.

Claims for Lost Time Payment must be supported by a brief narrative of the nature of the lost time and other mitigation efforts for which payment is sought.

#### **12. Cash Fund Payment.**

In the alternative to Credit Monitoring and Insurance Services, Documented Loss Payment, or Lost Time Payment, you may elect to receive a cash 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. 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 Reasonable Documentation with your Claim Form to receive a Cash Fund Payment. Individual Cash Fund 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 Number 13 below.

#### **13. How will Settlement Benefits be paid?**

Before determining which Settlement Benefit option from the Settlement is best for you (selecting a Cash Fund Payment, or Credit Monitoring and Insurance Services, Documented Loss Payment, and/or Lost Time Payment), it is important for you to understand how Settlement payments will be made. Court awarded attorneys' fees up to a maximum of 33 1/3% of the \$3.75 million Settlement Fund (i.e., \$1,250,000), reasonable costs and expenses incurred by attorneys for the Class, Administrative Expenses for costs of the settlement administration, and Service Awards of up to \$2,500 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 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 and Lost Time Payment claims will be paid second. If your claim for a Documented Loss Payment is rejected by the Settlement Administrator and you do not cure it, and you have not otherwise made a claim for Credit Monitoring and Insurance Services and/or a Lost Time Payment, your claim for a Documented Loss Payment will instead be considered a claim for a Cash Fund Payment.
3. If money remains in the Settlement Fund after paying Credit Monitoring and Insurance Services claims, Documented Loss Payment claims, and Lost Time Payment claims, the amount of the Settlement Fund remaining will be used to create a "Post DC Net Settlement Fund," which will be used to pay all Cash Fund Payment claims.

#### **14. Tell me more about Forefront's remedial measures and enhanced security measures.**

As a result of the Action, for a period of two (2) years from the Effective Date of this Agreement, Forefront has agreed to institute policies, procedures, and additional security-related remedial measures, including:

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- (i) Implement and maintain two-factor authentication throughout their systems, where reasonably appropriate and practicable;
- (ii) Retain qualified third-party vendor(s) to assist in augmenting Forefront’s information and data security and Forefront’s information and data security business practices;
- (iii) Retain qualified third-party vendor(s) to provide real-time support to Forefront regarding its information and data security;
- (iv) Implement, where reasonably appropriate and practicable, immutable storage across Forefront’s information technology network(s) to avoid tampering with and/or deleting any backups;
- (v) Implement single sign-on; lifecycle management; and adaptive, multi-factor authentication services, where available;
- (vi) Enhance endpoint management and security for all Forefront computers, including desktops, servers, and tablets; and
- (vii) Implement, where reasonably appropriate and practicable, best practices for active directories, servers, and work stations.

**15. What is the total value of the Settlement?**

The Settlement provides a \$3.75 million Settlement Fund and remedial actions to be taken by Forefront for the benefit of the Class. Any court-approved attorneys’ fees, costs, and expenses, 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 Forefront’s remedial and enhanced security measures will be paid by Forefront in addition to the Settlement Fund.

**16. 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 Forefront 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 question).

**17. What are the Released Claims?**

In exchange for the Settlement, Class Members agree to release Forefront and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, equityholders, 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 in the Action related to or arising from the compromise of any Class Member’s Personal Information arising out of the Ransomware Attack (“Released Claims”). “Released Parties” expressly includes, but is not limited to: Partners Group Access PF 304 L.P.; OPE Forefront Investment Limited; Forefront Physicians Holdings, LLC; Forefront Management Aggregator, LLC; Dermatology Holdings GP, LLC; Dermatology Holdings, L.P.; Dermatology Intermediate Holdings I, Inc.; Dermatology Intermediate Holdings II, Inc.; Dermatology Intermediate Holdings III, Inc.; Dermatology Acquisition, Inc.; Dermatology Blocker I, Inc.; Dermatology Blocker II, Inc.; Dermatology Acquisition Holdings, LLC; Dermatology Intermediate Holdings, LLC; Forefront Management Holdings, LLC; and Forefront ASC, LLC. “Released Claims” do not include any claims against any entity other than Released Parties.

The Class Representatives and all Settlement 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 Ransomware Attack 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.forefrontsettlement.com](http://www.forefrontsettlement.com).

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## HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

### 18. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **February 8, 2023**. Claim Forms may be submitted online at [www.forefrontsettlement.com](http://www.forefrontsettlement.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 1-844-578-0137 or by writing to Forefront Data Breach Settlement, P.O. Box 2790, Baton Rouge, LA 70821. The quickest way to file a claim is online.

If you received a Notice by email or mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please call 1-844-578-0137 to obtain it.

You may submit a claim for a Cash Fund Payment or, in the alternative, a claim for Credit Monitoring and Insurance Services, Documented Loss Payment, and/or Lost Time 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.

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

To file 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, postmarked on or before **February 8, 2023**.

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.forefrontsettlement.com](http://www.forefrontsettlement.com).

The deadline to file a claim for a Cash Fund Payment is **February 8, 2023**. Claims must be filed or postmarked if mailed by this deadline.

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

To file 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, postmarked on or before **February 8, 2023**.

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.forefrontsettlement.com](http://www.forefrontsettlement.com).

The deadline to file a claim for Credit Monitoring and Insurance Services is **February 8, 2023**. Claims must be filed or postmarked if mailed by this deadline.

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

To file a claim for a Documented Loss Payment of up to \$10,000 for reimbursement of Documented Losses, you must submit a valid Claim Form electing to receive a Documented Loss Payment. 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, postmarked on or before **February 8, 2023**.

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, and you do not otherwise make a claim for Credit Monitoring and Insurance Services and/or a Lost Time Payment, 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.forefrontsettlement.com](http://www.forefrontsettlement.com).

The deadline to file a claim for a Documented Loss Payment is **February 8, 2023**. Claims must be filed or postmarked if mailed by this deadline.

### 22. How do I make a claim for a Lost Time Payment for reimbursement?

To file a claim for a Lost Time Payment of up to \$125, you must submit a valid Claim Form electing to receive a Lost Time Payment. To submit a claim for a Lost Time 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 **February 8, 2023**.

The Claim Form requires that you indicate the number of hours (up to 5) lost to efforts undertaken to prevent or mitigate fraud or identity theft following the announcement of the Ransomware Attack and provide a brief narrative of the nature of the lost time and other

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mitigation efforts for which payment is sought. The Claim Form also requires that you sign the attestation regarding the information you provided concerning Lost Time.

Instructions for filling out a claim for a Lost Time Payment are included on the Claim Form. You may access the Claim Form at [www.forefrontsettlement.com](http://www.forefrontsettlement.com).

The deadline to file a claim for a Lost Time Payment is **February 8, 2023**. Claims must be filed or postmarked if mailed by this deadline.

**23. 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 the following methods: emailing [info@ForefrontSettlement.com](mailto:info@ForefrontSettlement.com), filling out the contact information update form at [www.ForefrontSettlement.com](http://www.ForefrontSettlement.com), calling 1-844-578-0137 or by writing to:

Forefront Data Breach Settlement Administrator  
P.O. Box 2790  
Baton Rouge, LA 70821

**24. 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. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date")

Payment for valid claims for a Cash Fund Payment, Documented Loss Payment, or Lost Time 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, Documented Loss Payment or Lost Time Payment via PayPal, Venmo, Zelle, or digital payment card instead of a check. Anyone who does not elect to receive payment via PayPal, Venmo, Zelle, or digital payment card, will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check [www.forefrontsettlement.com](http://www.forefrontsettlement.com) for updates.

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

None of the money in the \$3.75 million Settlement Fund will be paid back to Forefront. Any money left in the Settlement Fund after 150 days after the distribution of payments to Class Members will be distributed *pro rata* (equal share) 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, and if possible, the remaining Net Settlement Fund will be used to extend the CMIS to Class Members receiving that benefit for as long as possible.

**THE LAWYERS REPRESENTING YOU**

**26. Do I have a lawyer in this case?**

Yes, the Court has appointed Tina Wolfson and Andrew W. Ferich of Ahdoot & Wolfson, PC, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, 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.

**27. 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 1/3% of the \$3.75 million Settlement Fund (i.e., \$1,250,000), plus reasonable costs and expenses. They will also ask the Court to approve up to \$2,500 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.forefrontsettlement.com](http://www.forefrontsettlement.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 1-844-578-0137.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**Questions? Go to [www.forefrontsettlement.com](http://www.forefrontsettlement.com) or call 1-844-578-0137.  
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If you are a Class Member and want to keep any right you may have to sue or continue to sue Forefront 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.

**28. 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 *In re Forefront Data Breach Litigation*, Case No. 1:21-cv-00887-LA (E.D. Wis.); state the name, address and telephone number of the 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 *In re Forefront Data Breach Litigation*, Case No. 1:21-cv-00887-LA (E.D. Wis.)” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **January 24, 2023**:

Forefront Data Breach Settlement Administrator  
P.O. Box 2790  
Baton Rouge, LA 70821

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

**29. 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 payment if you stay in the Settlement and submit a valid Claim Form.

**30. If I do not exclude myself, can I sue Forefront for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Forefront 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 Forefront 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**

**31. 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) clearly identify the case name and number (*In re Forefront Data Breach Litigation*, Case No. 1:21-cv-00887-LA (E.D. Wis.)); (b) state your full name, current mailing address, and telephone number; (c) contain a signed statement that you believe you are a member of the Settlement Class; (d) identify the specific grounds for the objection; (e) include all documents or writings that you desire the Court to consider; (f) contain a statement regarding whether you (or counsel of your choosing) intend to appear at the Final Approval Hearing; (g) be submitted to the Court either by mailing them to the Clerk’s Office, United States District Court for the Eastern District of Wisconsin (Green Bay Division), Jefferson Court Building, 125 S. Jefferson St., Room 102, Green Bay, Wisconsin 54301-4541, or by filing the objection in person at any location of the United States District Court for the Eastern District of Wisconsin; and (h) be filed with the Court or postmarked on or before **January 24, 2023**.

**32. 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**

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

The Court will hold a Final Approval Hearing on **March 1, 2023 at 10:00 a.m.** before the Honorable Lynn Adelman, United States District Court for the Eastern District of Wisconsin, 517 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

**Questions? Go to [www.forefrontsettlement.com](http://www.forefrontsettlement.com) or call 1-844-578-0137.**

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



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 the Court’s PACER site (see Question 37) to confirm whether the date for the Final Approval 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 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.

**34. 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.

**35. 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 Question 31). 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 Fairness Hearing, your objection must also include your attorney’s name, address, and phone number.

**IF YOU DO NOTHING**

**36. 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 Forefront or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**37. 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.forefrontsettlement.com](http://www.forefrontsettlement.com), or by contacting Class Counsel (see below), by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk’s Office, United States District Court for the Eastern District of Wisconsin (Green Bay Division), Jefferson Court Building, 125 S. Jefferson St., Room 102, Green Bay, Wisconsin 54301-4541, between 8:30 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 at:

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|--|--|
| <p>Tina Wolfson and Andrew Ferich of<br/>Ahdoot &amp; Wolfson, PC<br/>c/o Forefront Data Breach Settlement</p> <p>_____</p> <p><i>info@Forefrontsettlement.com</i></p> | <p>Gary M. Klinger of Milberg Coleman<br/>Bryson Phillips Grossman PLLC<br/>c/o Forefront Data Breach Settlement</p> <p>_____</p> <p><i>info@Forefrontsettlement.com</i></p> |
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**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Go to [www.forefrontsettlement.com](http://www.forefrontsettlement.com) or call 1-844-578-0137.  
This Settlement affects your legal rights even if you do nothing.**