

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Southern District of Indiana

Smith et al v. Apria Healthcare LLC

Case No. 1:23-cv-01003-JPH-KMB

A Court has authorized this Notice. This is not a solicitation from a lawyer.

If You Received Actual Or Constructive Notice From Apria That Their Information May Have Been Compromised As A Result Of The Illegal Hacking Events, You Are Eligible to Receive a Settlement Payment from a Class Action Lawsuit

- A Court authorized this Notice, to those that are eligible to receive a Settlement Payment from a proposed class action Settlement. The Class Action Lawsuit is titled *Smith et al v. Apria Healthcare LLC*, Case No. 1:23-cv-01003-JPH-KMB and is pending in the United States District Court for the Southern District of Indiana. The Persons that filed the Class Action Lawsuit are called Plaintiffs or Settlement Class Representatives and the company they sued are Apria Healthcare LLC (or Apria). Apria denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All individuals who received actual or constructive notice from Apria that their information may have been compromised as a result of the Illegal Hacking Events and/or as a result of prior unauthorized access to or disclosure of Protected Information.

Excluded from the Settlement Class are: 1) the judges presiding over the Class Action Lawsuit, members of their staff, and members of their direct families; (2) Defendant and any other Releasee; (3) Settlement Class Members who submit a valid Request for Exclusion prior to **September 22nd 2025**.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:
 - ❖ **Out-of-Pocket Losses:** reimbursement up to a total of \$2,000 per Person who is a Settlement Class Member, upon submission of an Approved Claim and supporting documentation, for out-of-pocket monetary losses or expenses that are as a result of the Illegal Hacking Event; **AND/OR**
 - ❖ **Pro Rata Cash Payment:** After the payment of the Fee Award and Costs, Notice and Administrative Expenses, Service Award Payments, and Out-of-Pocket Losses or Expenses, the Settlement Administrator will make *Pro Rata* Cash Payments of the remaining Settlement Fund to each Settlement Class Member who submits an Approved Claim for this benefit.
- To submit a claim or obtain more information visit www.apriasettlement.com or call (833) 890-6558 to request a Claim Form no later than **October 22nd, 2025**.

Questions? Go to www.apriasettlement.com or call (833) 890-6558

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Payments from the Settlement.	Submitted or postmarked on or before October 22nd, 2025 .
Exclude Yourself by Opting Out of the Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Apria relating to the Illegal Hacking Events.	Mailed and postmarked on or before September 22nd, 2025 .
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak at the Final Approval Hearing on November 4th, 2025, at 1:30PM ET about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before September 22nd, 2025 .
Do Nothing	You will not receive any Settlement Payments from this class action Settlement.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made only if the Court approves the Settlement and after any possible appeals are resolved.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.APRIASETTLEMENT.COM

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Honorable Judge James Patrick Hanlon of the United States District Court for the Southern District of Indiana is overseeing this case captioned as *Smith et al v. Apria Healthcare LLC*, Case No. 1:23-cv-01003-JPH-KMB. The people who brought the lawsuit are called the Settlement Class Representatives. The companies being sued, Apria Healthcare LLC, is called the Defendant.

2. What is the Class Action Lawsuit about?

The Class Action Lawsuit alleges that in April of 2019 and various dates thereafter, criminal actors illegally accessed limited portions of Apria's computer network and gained unauthorized access to the personally identifiable Protected Information of certain Apria customers and employees, which are called Illegal Hacking Events. The Settlement Class Representatives allege that Apria failed to properly protect the Protected Information in accordance with its duties, had inadequate data security, and delayed notifying potentially impacted individuals.

Apria denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Apria has done anything wrong.

3. Why is this a class action?

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

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Apria. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual who received actual or constructive notice from Apria that their information may have been compromised as a result of the Illegal Hacking Events and/or as a result of prior

unauthorized access to or disclosure of Protected Information.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Excluded from the Settlement Class are: (1) the judges presiding over the Class Action Lawsuit, members of their staff, and members of their direct families; (2) Defendant and any other Releasee; (3) Settlement Class Members who submit a valid Request for Exclusion prior to **September 22nd, 2025**.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **(833) 890-6558** with questions. You may also write with questions to:

In re Apria Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides the following Settlement Payments available to Settlement Class Members who submit Approved Claims: (a) Reimbursement for Out-of-Pocket Losses or Expenses; and/or (b) *Pro Rata* Cash Payment. If a Settlement Class Member does not submit an Approved Claim or opts-out, the Settlement Class Member will release his or her claims against Apria without receiving a Settlement Payment.

Settlement Class Members with Out-of-Pocket Losses or Expenses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Apria has undertaken security Business Practice Adjustments that Apria has made to address its information security posture following the Illegal Hacking Events. These Business Practice Adjustments are specific business practice and remedial measures within the following general categories: (i) enhanced cybersecurity training and awareness program, (ii) enhanced data security policies, (iii) enhanced security measures, (iv) further restricting access to personal information, and (v) enhanced monitoring and response capability.

8. What payments are available for reimbursement under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or all of the following:

- a) ***Reimbursement of Out-of-Pocket Losses or Expenses:*** reimbursement up to a total of \$2,000 per Person who is a Settlement Class Member, upon submission of an Approved Claim and supporting documentation, for out-of-pocket monetary losses or expenses that are as a result of the Illegal Hacking Event.

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- These documented losses include:
 - *Unreimbursed losses* relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after April 2019 through **October 22, 2025**, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

In addition to Out-of-Pocket Losses or Expenses, Settlement Class Members may also select:

- b) ***Pro Rata Cash Payment.*** After the payment of the Fee Award and Costs, Notice and Administrative Expenses, Service Award Payments, and Out-of-Pocket Losses or Expenses, the Settlement Administrator will make *Pro Rata* cash Settlement Payments from the remaining Settlement Fund to each Settlement Class Member who submits an Approved Claim for this benefit. This *Pro Rata* Cash Payment may be selected by itself or in addition to a claim for Out-of-Pocket Losses and Expenses.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Payments?

To receive Settlement Payments, you must complete and submit a Claim Form online at **www.apriasettlement.com** or by mail to In re Apria Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **October 22nd, 2025**, or by mail **postmarked by October 22nd, 2025**.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any claim made on each Claim Form is an Approved Claim. The Settlement Administrator may require additional information from you. If you do not provide the additional information in a timely manner, the claim will be considered invalid and will not be paid.

The Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies.

11. When will I get my Settlement Payment?

The Court will hold a Final Approval Hearing on **November 4th, 2025, at 1:30 p.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

12. What am I giving up as part of the Settlement?

Apria and its Affiliates will receive a release from all Claims that could have been or that were brought against Apria relating to the Illegal Hacking Events. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Apria and all past, present, and future Subsidiaries and/or Affiliates (including any and all in-house and outside counsel including, without limitation, Apria's Counsel) and its and/or their past, present, and future advisors, administrators, auditors (including any and all internal and external auditors), employees, accountants, actuaries, consultants, fiduciaries, representatives, service providers, Successors, successors-in-interest, parents, trustees, insurance carriers, reinsurers, estates, heirs, executors, beneficiaries, trusts, and assigns of, and any other Person acting on Apria's behalf. This Release is described in the Settlement Agreement, known as Released Claims, which is available at www.apriasettlement.com. If you have any questions, you can talk to the law firms listed in **Question 18** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

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

No. Unless you exclude yourself, you give up any right to sue Apria and any other Releasee for any Claim that could have been or was brought relating to the Illegal Hacking Events. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the Claims in this case.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement in *Smith et al v. Apria Healthcare LLC*, Case No. 1:23-cv-01003-JPH-KMB. The Request for Exclusion must include: the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. You must mail your Request for Exclusion to the Settlement Administrator **postmarked by September 22nd, 2025**, to:

In re Apria Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. For an objection to be a valid objection under the Settlement, it must be in writing, mailed to the Settlement Administrator at the addresses listed below, **postmarked by no later than September 22nd, 2025.**

In re Apria Data Breach Litigation
c/o Kroll Settlement Administration LLC
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New York, NY 10150-5391

Your objection must be written and must include all of the following:

- i) the name of the Class Action Lawsuit;
- ii) the Settlement Class Member's full name, current mailing address, and telephone number;
- iii) (a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- v) the identity of any attorneys representing the objector;
- vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and
- vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Lynn A. Toops of Cohen & Malad, LLP, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will file a Fee Application to be paid from the Settlement Fund. Apria agrees not to

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oppose Class Counsel's request for a Fee Award and Costs of attorneys' fees not to exceed one-third (33.33%) of the Settlement Fund (\$2,125,000) and reimbursement of reasonable Litigation Costs and Expenses not to exceed \$50,000. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for request for a Service Award Payments not to exceed \$3,000 per Settlement Class Representative, from the Settlement Fund, in recognition of their contributions to this Class Action Lawsuit.

Any Fee Application for Fee Award and Costs, and Service Award Payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **1:30 p.m. ET on November 4th, 2025**, at the United States Courthouse, 46 East Ohio Street, Indianapolis, Indiana, Room 329 as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Fee Application and Service Awards Payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.apriasettlement.com, or calling **(833) 890-6558**.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 16**, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 16**, including all the information required. Your objection must be **mailed** to the Settlement Administrator, at the mailing addresses listed above, postmarked by no later than **September 22nd, 2025**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. If the Settlement is granted final approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit,

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or be part of any other lawsuit against Apria or the other Releasees based on any Claim that could have been or that was brought relating to the Illegal Hacking Events.

ADDITIONAL INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.apriasettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 890-6558**.

25. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(833) 890-6558** or at the Contact page of the Settlement Website:

In re Apria Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION LAWSUIT
SETTLEMENT**