

IMPORTANT LEGAL MATERIALS

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

You are receiving this notice (the “Notice”) because the records of the 401(k) Profit Sharing Plan for Employees of MedAmerica, Inc. (the “Plan”) indicate that you have been a participant in the Plan between November 1, 2017, to January 31, 2025. As such, your rights may be affected by a proposed settlement of the class action litigation in the U.S. Federal Court for the Northern District of California titled *Nagy, et. al. v. CEP America, LLC (d/b/a Vituity), et al.*, Case No. 3:23-cv-5648-RS (the “Action”).

This Notice summarizes the proposed Settlement. Capitalized terms not defined in this Notice are defined in the Settlement Agreement. The complete terms and conditions of the Settlement are described in the Settlement Agreement, which is available at www.MedamericaERISASettlement.com; by contacting Class Counsel, Mark G. Boyko, at mboyko@baileyglasser.com; 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 of the Court for the United States District Court for the Northern District of California, between 9:00 am and 4:00 p.m., Monday through Friday, except Court holidays.

DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

What this Litigation is About

This class action litigation is brought on behalf of participants in the Plan. Daniel E. Nagy and Maria Romero are the named plaintiffs and the representatives on behalf of all members of the Class in the litigation. The lawsuit was originally filed on November 1, 2023. The Class is generally defined as Participants in the MedAmerica, Inc. 401(k) Plan during the period from November 1, 2017, through January 31, 2025.

Plaintiffs sued CEP America, LLC (d/b/a Vituity) (“Vituity” or “Company”) and the MedAmerica Retirement & Benefits Committee (“Committee”) (together, “Defendants”). The complaint alleges that: (1) Defendants improperly caused the Plan to pay excessive or prohibited administrative expenses to MedAmerica and the Plan’s recordkeeper, Charles Schwab; and (2) the Plan’s capital preservation option, the Schwab Bank Savings Account, was imprudent. Based on these allegations, Plaintiffs claim that Defendants engaged in breaches of fiduciary duties to the Plan and that certain transactions were prohibited under the Employee Retirement Income Security Act of 1974 (“ERISA”).

Defendants deny all allegations of wrongdoing, fault, liability or damage to the Plaintiffs and the Class and deny that they engaged in any wrongdoing or violation of law or breach of fiduciary duties. Among other things, Defendants contend that the Plan fiduciaries employed a prudent, robust and thorough process for selecting, monitoring, and removing Plan investment options and monitoring fees, and that the Plan’s payments to MedAmerica were permitted as reimbursement for actual expenses of administering the Plan.

The Terms of the Settlement

To avoid the time and expense of further litigation, Plaintiffs and Defendants have agreed to resolve the litigation. The Settlement is the product of extensive negotiations between the Plaintiffs and Defendants, who were assisted in their negotiations by a neutral private mediator. Plaintiffs and Defendants have taken into account the uncertainty and risks of litigation and have concluded that it is desirable to resolve the litigation. The settlement between Plaintiffs and Defendants is on the terms and conditions set forth in the Settlement Agreement. If the Settlement is approved by the Court, the Settlement Class will obtain the benefits of the Settlement without the further delay and uncertainty of additional litigation. The Settlement resolves all issues regarding the Plan's selection and monitoring of plan investments and administrators and their fees from November 1, 2017, through January 31, 2025.

The terms of the Settlement are set forth in the Settlement Agreement and Release dated March 14, 2025 (the "Settlement Agreement"), which is available on the Settlement Website at www.MedamericaERISASettlement.com. Those terms are summarized below. This Notice is a summary, and in the event of any inconsistency, the Settlement Agreement, and any order of the Court, controls. Nothing in the Settlement Agreement is an admission or concession on Defendants' part of any fault or liability, nor is it an admission or concession on Plaintiffs' part that their claims lacked merit.

Who Is Covered by the Settlement?

Plaintiffs will request that the Court certify a Settlement Class, and the Settlement will apply to, and be binding on, that Settlement Class. The Settlement Class is defined as:

all Participants in the Plan from November 1, 2017, to January 31, 2025, excluding the members of the MedAmerica Retirement & Benefits Committee during that period.

Plan records indicate that you may be a member of the Class because you are a current or former participant in the Plan during the Class Period.

Relief Provided to the Class by the Settlement.

Under the proposed Settlement, the Company will arrange for \$8,750,000 to be paid into a Settlement Fund. After payment of Settlement Administration Costs (such as the cost of distributing this Notice), Class Counsel's attorneys' fees and costs, and other expenses, the remaining Net Settlement Amount will be paid to the Class.

The Net Settlement Amount will be distributed to eligible Settlement Class Members pursuant to a Plan of Allocation to be approved by the Court. Individual payments under the Settlement for each Settlement Class Member will be determined in accordance with that Plan of Allocation, and cannot be quantified with certainty for any individual Settlement Class Member at this time. That is in part because the exact Net Settlement Amount and number of Settlement Class Members are not known at this time, although a preliminary review of Plan records suggests that approximately 11,196 individuals will be included in the Class. The proposed Plan of Allocation, and other case and settlement documents, are available at www.MedamericaERISASettlement.com.

On a summary level, the Plan of Allocation will work as follows: The Settlement Administrator will determine the Net Settlement Amount to be allocated to Settlement Class Members. The Settlement Administrator will then calculate the portion of the Net Settlement Amount to be allocated to each Settlement Class Member, based on that Settlement Class Member's year-ending account balances across the Class Period, except that balances in the Savings Account will be doubled for purposes of this allocation. For any year in which a Settlement Class Member did not participate in the Plan or had no balance in the Plan, the Settlement Class Member will receive a value of \$0 for that period when calculating the Settlement Class Member's average year-ending account balance. Thus, a Class Member's allocation will depend on the amount he or she had invested in the Plan during the Class Period, and for what amount of time. To ensure that no Class Member receives less than \$10, any Class Member entitled to receive less than \$10 will be allocated a "Settlement Class Member's Modified Entitlement Amount" of \$10, and the remaining allocations will be adjusted proportionally. Participants who would not otherwise be entitled to a distribution under the Plan of Allocation but who had Plan Accounts with positive account values on January 31, 2025 ("New Participants") or December 31, 2017, shall receive a Settlement Class Member's Modified Entitlement Amount. For Participants with multiple accounts, each account will be calculated separately, and each entitled to a Settlement Class Member's Modified Entitlement Amount if appropriate. Any additional money remaining in the Settlement Fund after allocation to Class Members will be returned to the Plan as provided for in the Settlement Agreement.

Settlement benefits will be distributed as follows: Active Participants, as defined in the Settlement Agreement, will receive their distribution automatically into their Plan account, provided their Plan account remains open with a positive balance at the time of distribution. Former Participants will receive their distribution in the form of a check made to them, unless they affirmatively opt to have their distribution directly rolled over into another tax-qualified account. Active Participants who no longer have Plan accounts at the time of distribution will receive their distribution in the form of a check made to them, unless they affirmatively contact the Settlement Administrator and arrange for a direct rollover into another tax-qualified account. Checks will expire ninety (90) days after issuance, after which the checks shall be void and the Settlement Administrator shall be instructed to return any such funds to the Settlement Fund. The Settlement Administrator shall make all necessary withholdings and reporting, consistent with federal and state tax law and the right of Settlement Class Members to roll their distribution into a qualified retirement account. The check expiration date shall be printed on the face of each check.

Actual allocation amounts will depend on the final Net Settlement Amount, the final number of Settlement Class Members, and the individual Settlement Class Member's aggregate year-ending Plan account balances and balances in the Savings Account during the Class Period. It is possible that some Class Members may receive the minimum recovery of \$10.

All inquiries related to distributions should be addressed solely to the Settlement Administrator at the addresses listed below. In addition, if you are no longer a Plan Participant, you can contact the Administrator to request a roll-over of your distribution into a Qualified Retirement Account via email at info@MedamericaERISASettlement.com. If you are still a Plan Participant, your distribution will be made into your Plan account automatically and you do not need to request a roll-over.

In addition to the \$8,750,000 in monetary relief, the Settlement Agreement requires the Company to remove the Schwab savings Account Fund and replace it with an alternative capital preservation fund. The Company also agrees not to charge the Plan for services provided by the Company to the Plan during the Compliance Period, which is defined as a period lasting five years from the Effective Date of the Settlement.

The Settlement Administrator can also be reached by mail at:

MedAmerica ERISA Settlement Administrator
c/o Rust Consulting, Inc. - 8920
PO Box 2396
Faribault MN 55021-9096

Summary of the Claims Released by the Class. In exchange for the Settlement Amount and other terms of the Settlement, if the Settlement is approved, all members of the Settlement Class will release the "Released Claims," which are defined in the Settlement Agreement as any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever that each Settlement Class Member may currently have or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, by Releasing Persons (on a class-wide basis), for themselves, on behalf of the Plan subject to Independent Fiduciary approval), and on behalf of the to-be certified Settlement Class, against the Defendant Released Parties: (1) that would be barred by *res judicata* based on entry of the Final Approval Order; or (2) that relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Settlement Fund to the Plan or any Settlement Class Member in accordance with the Plan of Allocation; or (3) that relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone. The scope of the release shall not include any claims to enforce the Settlement Agreement and shall specifically exclude claims for benefits unrelated to this Settlement that the Releasing Persons may have with respect to the value of their respective vested account balances, per the terms of the Plan and according to the Plan's records. The scope of the release and covenant not to sue shall include, but not be limited to: (i) any affiliates or affiliated companies of the Defendants; (ii) anyone that Plaintiffs could have asserted was a fiduciary as to the Plan; (iii) anyone that Plaintiffs could have asserted was a "party in interest" with respect to the Plan; and (iv) any Defendants' or Defendant Released Parties respective insurers. Claims against the Independent Fiduciary are not released.

Settlement Class Members will not have the right to bring any Released Claims against the Defendant Released Parties, which is defined in Paragraph 1.12 of the Settlement Agreement to mean: CEP America LLC, the MedAmerica Retirement and Benefits Committee and all of its past, present, and future affiliates, divisions, parent, subsidiaries, and

affiliated companies, and all of their predecessors, successors, parents, subsidiaries, affiliates, divisions, and all of the current and former officers, directors, committees, investment consultants, administrators, agents, partners, employees, Members, insurers, representatives, attorneys, retained experts and trustees (including but not limited to the current and past trustees of the Plan) of all such entities.

The entire release is set forth in the Settlement Agreement, which can be viewed online at www.MedamericaERISASettlement.com, or requested from the Settlement Administrator or Class Counsel.

The Settlement Approval Process

The Court has granted preliminary approval of the proposed Settlement and approved this Notice. The Settlement will not take effect, and there will be no benefits distributed under the Settlement, however, if the Court does not enter a Final Approval Order and Judgment or the Settlement otherwise does not become effective. The Court will hold a Final Approval Hearing on October 16, 2025 at 1:30 p.m. The Court and the Parties anticipate the hearing will be conducted in San Francisco, but the Court may, in order filed on the public record, change the format, time or place of the hearing. Class Counsel will attend the hearing to answer any questions the Court may have. You are not required to attend the Final Approval Hearing.

The date, modality and location of the Final Approval Hearing are subject to change by order of the Court without further notice to the Class. If you would like to attend the Final Approval Hearing, you should check the Court's the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, during public service hours to confirm that the date, modality or location has not been changed. Prior to the Final Approval Hearing, an Independent Fiduciary will be asked to approve the Settlement and Released Claims on behalf of the Plan, as may be required by ERISA Prohibited Transaction Exemption 2003-39 or any other applicable class or statutory exemptions. The Court will be informed as to whether the Independent Fiduciary approved the Settlement and Released Claims on behalf of the Plan prior to ruling on the application for final approval of the Settlement.

The Opportunity to Object to the Settlement

As a Settlement Class Member, you can ask the Court to deny approval of the Settlement by filing an objection. You cannot, however, ask the Court to order a settlement on different terms; the Court can approve or reject the Settlement only on the terms set forth in the Settlement Agreement. If the Court denies approval, the Settlement Amount will not be distributed, and the litigation will resume.

Any objection to the proposed Settlement must be made 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 be submitted to the Court either by mailing to the Clerk of the Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489, or by filing in person at any location of the United States District Court for the Northern District of California. The objection must be filed (actually received by the Court) on or before September 16, 2025. Each objection must contain (a) the name and case number of the Action (*Nagy, et. al. v. CEP America, LLC (d/b/a Vituity), et al.*, Case No. 3:23-cv-5648-RS); (b) the Settlement Class Member's full name, address, telephone number, and signature; (c) a statement that the person submitting the comments or objections is a Settlement Class Member and an explanation of the basis upon which the person claims to be a Settlement Class Member; (d) all grounds for the objection, accompanied by any legal support known to the objector or his or her counsel; (e) a statement as to whether the Settlement Class Member or his or her counsel intends to personally appear and/or testify at the Final Approval Hearing; and (f) a list of any persons the objector or his or her counsel may call to testify at the Final Approval Hearing in support of the objection. Objections must be filed or postmarked on or before September 16, 2025.

Those Settlement Class Members or their attorneys intending to appear at the Final Approval Hearing must give notice of their intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that Settlement Class Member's attorney) to the Court Clerk on or before September 16, 2025.

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself (or "opt-out") from the Settlement. The Court has conditionally certified the Settlement Class under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Class.

Attorneys' Fees and Case Contribution Award for Named Plaintiff

The Class is represented by Class Counsel. The attorneys for the Class are as follows:

Gregory Y. Porter
BAILEY & GLASSER LLP
1055 Thomas Jefferson Street NW, Suite 540
Washington, DC 20007
gporter@baileyglasser.com
202-463-2101

Mark G. Boyko
BAILEY & GLASSER LLP
34 N. Grove Ave, Suite 102
Webster Groves, MO 63119
mboyko@baileyglasser.com
314-863-5446

Class Counsel and the Named Plaintiffs have devoted many hours to investigating the claims, bringing this litigation, and pursuing it for four years. During that time, Class Counsel incurred litigation expenses in addition to the time spent by attorneys, paralegals, and others. Class Counsel also took the risk of litigation and have not been paid for their time and expenses while this litigation has been pending before the Court.

Class Counsel will file a motion with the Court seeking approval of reasonable attorneys' fees and reimbursement of the expenses they incurred in prosecuting the litigation, to be paid from the Settlement Fund.

Plaintiffs will request that the Court approve a Case Contribution Award for each Named Plaintiff from the Settlement Fund for an amount not to exceed \$15,000 per Named Plaintiff.

Plaintiffs' preliminary approval motion and supporting papers were filed on March 14, 2025, and the final approval motion and fee and expense motion, will be filed on or before August 29, 2025. Once filed, you may review these filings at www.MedamericaERISASettlement.com. Any award of Attorneys' Fees and Expenses approved by the Court, in addition to the Administration Costs, Independent Fiduciary Fees and Costs, and Taxes and Tax-Related Costs, will be paid from the Settlement Fund.

Getting More Information

You do not need to do anything to be a part of this Settlement Class or, if the Settlement is approved, to be eligible to receive your share of the Settlement Fund. If you still have a Plan account with a positive balance when Settlement Fund distributions are made, your Settlement benefits will be distributed to your Plan account. If you no longer have a Plan account, a check will be mailed to you unless you affirmatively opt to have your distribution directly rolled over into another tax-qualified account.

You can visit the Settlement Website at www.MedamericaERISASettlement.com, where you will find the full Settlement Agreement, the Court's order granting preliminary approval, this Notice, and other relevant documents. If there are any changes to the deadlines identified in this Notice, the date of the Final Approval Hearing, or the Settlement Agreement, those changes will be posted to the Settlement Website. You will not receive an additional mailed notice with those changes, unless separately ordered by the Court. If you cannot find the information you need on the Settlement Website, you may also contact **1-866-680-3212** for more information. Please do not contact the Court or counsel for Defendants to get additional information.

Dated: July 7, 2025

By Order of the United States District Court
Chief District Judge Richard Seeborg