

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Peerstar, LLC (“Peerstar”) Notified You Of A Security Incident, You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement. A state court authorized this Notice.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Miles E. Palasz v. Peerstar, LLC*, (Case No. 240203385) filed on or about February 29, 2024, in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania (“Lawsuit”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.PeerstarDataBreachSettlement.com or by contacting the Settlement Administrator at 1-833-360-3803.

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

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

This notice may affect your rights – please read it carefully.

- The lawsuit alleges that on or around February 22, 2023, Peerstar, LLC (“Peerstar” or “Defendant”) experienced an attack by cybercriminals (the “Security Incident”). The Security Incident affected files containing the Personal Information of Peerstar’s current and former patients, including first and last name, Social Security number, driver’s license number or government-issued identification number, financial account number, credit or debit card number, digital signature, date of birth, birth or marriage certificate, and/or health insurance information, including, application and claims history, policy number, or subscriber identification number, admission date, discharge date, physical or mental health condition, treatment and diagnosis information, or healthcare payment information. Peerstar maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that Peerstar has violated any laws, but rather the resolution of disputed claims.
- If you received this Notice, you have been identified as a Settlement Class Member. More specifically, you are a Settlement Class Member because you are an individual residing in the United States whose Personal Information was compromised in the Security Incident experienced by Peerstar, LLC which began on or around February 2023 and who received notice of the breach.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) reimbursement for up to \$500 for documented Ordinary Losses such as 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 mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, (2) reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident, at \$21.50 per hour (subject to the \$500 Out-of-Pocket Loss cap), (3) reimbursement of up to \$5,000 for documented extraordinary expenses incurred as a result of the Security Incident not covered by the Ordinary Loss or Lost Time Categories, and (4) two years of credit monitoring services to include credit monitoring through one national reporting bureau provided through CyEx with at least \$1,000,000 in identity theft insurance.

The deadline to submit a claim is January 30, 2026

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a valid Claim to get money from this Settlement. Claim Forms must be submitted online by January 30, 2026, or if mailed, postmarked no later than January 30, 2026.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or credit monitoring.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Lawsuit. You will not get any money or credit monitoring from the Settlement. Your request to exclude yourself must be postmarked no later than December 9, 2025.
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than December 9, 2025.
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for February 12, 2026, at 1:30 p.m.

WHAT THIS NOTICE CONTAINS

Basic Information..... Pages 4-5

1. How do I know if I am affected by the Lawsuit and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits	Pages 5-6
6. What does this Settlement provide?	
7. How to submit a Claim?	
8. What am I giving up as part of the Settlement?	
9. Will the Class Representative receive compensation?	
Exclude Yourself	Page 7-8
10. How do I exclude myself from the Settlement?	
11. If I do not exclude myself, can I sue later?	
12. What happens if I do nothing at all?	
The Lawyers Representing You	Page 8
13. Do I have a lawyer in the case?	
14. How will the lawyers be paid?	
Objecting to the Settlement.....	Page 8-10
15. How do I tell the Court that I do not like the Settlement?	
16. What is the difference between objecting and asking to be excluded?	
The Final Fairness Hearing.....	Page 10-11
17. When and where will the Court decide whether to approve the Settlement?	
18. Do I have to come to the hearing?	
19. May I speak at the hearing?	
Do Nothing.....	Page 11
20. What happens if I do nothing?	
Get More Information	Page 11
21. How do I get more information about the Settlement?	

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are an individual residing in the United States whose Personal Information was compromised in the Security Incident experienced by Peerstar, LLC which began on or around February 2023 and who received notice of the breach.

The Settlement Class specifically excludes: (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Miles E. Palasz v. Peerstar, LLC*, (Case No. 240203385) filed on or about February 29, 2024, in the Philadelphia County Court of Common Pleas in Philadelphia, Pennsylvania. The person who sued is called the “Plaintiff” and the company they sued, Peerstar LLC, is known as the “Defendant” in this case. Peerstar will be called “Defendant” in this Notice.

Plaintiff filed a lawsuit against Defendant, individually, and on behalf of anyone whose Personal Information was potentially impacted as a result of the Security Incident.

This Lawsuit arises out of unauthorized access to Defendant’s systems and certain files containing sensitive information about Defendant’s current and former patients, including, first and last name, Social Security number, driver’s license number or government-issued identification number, financial account number, credit or debit card number, digital signature, date of birth, birth or marriage certificate, and/or health insurance information, including, application and claims history, policy number, or subscriber identification number, admission date, discharge date, physical or mental health condition, treatment and diagnosis information, or healthcare payment information. After learning of the Security Incident, Defendant sent notification to persons whose Personal Information may have been impacted by the Security Incident. Subsequently, this lawsuit was filed asserting claims against Defendant relating to the Security Incident.

Defendant denies any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representative, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.PeerstarDataBreachSettlement.com.

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if Peerstar identified you as being among those individuals impacted by the Security Incident, including all who were sent a notice of the Security Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.PeerstarDataBreachSettlement.com, call toll-free at 833-360-3803, or write to Simpluris, P.O. Box 25226, Santa Ana, CA 92799.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Expense Reimbursement

Documented Ordinary Loss Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for up to \$500 for documented ordinary expenses incurred as a result of the Security Incident, including, without limitation, and by way of example, 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 mailing of the notice of data breach, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive reimbursement for any of the above-referenced documented losses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator.

Lost Time Reimbursement: Settlement Class Members are also eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Security Incident, calculated at the rate of \$21.50 per hour. Claims made for lost time can be combined with reimbursement for documented ordinary loss expense reimbursement and are subject to the same \$500 Ordinary Loss Reimbursement cap for all Settlement Class Members.

Documented Extraordinary Loss Reimbursement: All Settlement Class Members who submit a valid claim using the Claim form are eligible for up to \$5,000 for documented extraordinary expenses incurred as a result of the Security Incident not covered by the Ordinary Loss or Lost Time Categories. To receive reimbursement for Documented Extraordinary Losses, Settlement Class Members must submit a valid and timely Claim Form, including necessary supporting documentation, to the Settlement Administrator.

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in two years of Credit Monitoring Services to include credit monitoring through one national reporting bureau provided through CyEx with at least \$1,000,000 in identity theft insurance.

Remedial Relief: Defendant has made certain security changes in response to the Security Incident and the Lawsuit. Defendant will continue those security changes and will pay for those changes separate and apart from other settlement benefits.

7. How do I submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to get money from the proposed Settlement. Claim Forms must be submitted online by January 30, 2026, or postmarked no later than January 30, 2026. You can submit an online claim or download a Claim Form at www.PeerstarDataBreachSettlement.com, or you can call the Settlement Administrator toll-free at 833-360-3803 for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Peerstar and each of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, employees, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Parties”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at www.PeerstarDataBreachSettlement.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, and, if the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to \$3,000, to compensate him for his services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must state your 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.

Your written request for exclusion must be postmarked no later than **December 9, 2025**, to:

Palasz v. Peerstar, LLC
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Instructions on how to submit a request for exclusion are available at www.PeerstarDataBreachSettlement.com or from the Claims Administrator by calling 833-360-3803.

If you exclude yourself, you will not be able to receive any cash benefit or credit monitoring from the Settlement, and you cannot object to the Settlement at the Final Approval Hearing. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed STRAUSS BORRELLI PLLC (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees, costs, and expenses in an amount not to exceed \$120,000.00. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, www.PeerstarDataBreachSettlement.com, before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel, and may award less than the amount requested by Settlement Class Counsel.

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an objection with the Court telling it why you do not think the Settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the name of the Lawsuit;
- b) your full name, current mailing address, and telephone number;
- c) a statement that states with specificity your grounds for your objection, as well as any documents that support your objection;
- d) the identity of any attorneys representing you;
- e) a statement regarding whether your or your attorney will appear at the Final Approval Hearing;
- f) a list of all other lawsuits (if any) in which you or your attorney has submitted an objection to a class action settlement; and,
- g) your signature or your attorney's signature.

Your Objection must be postmarked no later than December 9, 2025, and filed with the Court at:

Court of Common Pleas
1301 Filbert Street, Suite 310 B
Philadelphia, PA 19107

In addition, you must concurrently email or mail a copy of your objection to the Settlement Administrator, postmarked no later than December 9, 2025, to:

Palasz v. Peerstar, LLC
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

If you do not submit your objection with all the above requirements, or if your objection is not received by December 9, 2025, you will be considered to have waived all Objections and will not be entitled to speak at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on February 12, 2026, at 1:30 p.m. via Zoom (<https://zoom.us/j/2031203072?pwd=Z3VhaDdGREEzY21ST0FWNDh4ZkNSZz09>). The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check www.PeerstarDataBreachSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit www.PeerstarDataBreachSettlement.com or call 833-360-3803. You may also contact the Settlement Administrator at P.O. Box 25226 Santa Ana, CA 92799.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**