

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All individuals who were notified that their PII/PHI was potentially compromised in the October 2024 data breach that occurred on VisionPoint Eye Center, PLLC's ("VisionPoint" or "Defendant") systems (the "Data Incident"), referred to herein as the "Settlement Class."

A proposed Settlement of claims against Defendant has been reached in a proposed class action lawsuit. The lawsuit asserted claims against Defendant related to the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY MARCH 3, 2026	This is the only way you can get a payment or a code for credit monitoring services.
OBJECT TO THE SETTLEMENT BY FEBRUARY 2, 2026	Write to the Court with reasons why you do not agree with the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY FEBRUARY 2, 2026	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
GO TO THE FINAL FAIRNESS HEARING ON MARCH 2, 2026	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment or credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.VisionPointDataSettlement.com, or call (833) 417-4961.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this proposed class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments and credit monitoring codes that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Circuit Court of McLean County, Illinois. The case is known as *Davis, et al. v. VisionPoint Eye Center, PLLC*, No. 2024LA000185 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, VisionPoint, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Defendant was responsible for failing to prevent the Data Incident and asserts claims such as: negligence, negligence per se, breach of fiduciary duty, breach of implied contract, unjust enrichment, and violations of the Illinois Consumer Fraud and Deceptive Business Practices Act. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendant has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a class or class members. One Court and one judge resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendant that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if your personal information was compromised in the Data Incident or you previously received a notification from Defendant pertaining to the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Under the Settlement, Defendant will pay for Settlement Expenses, Costs of Notice and Claims Administration, Attorneys' Fees, Costs, and Expenses, Service Awards to Representative Plaintiffs, and Settlement Class Member benefits. The maximum amount that Defendant will pay under the Settlement is \$750,000.00. The benefits to Settlement Class Members are explained below:

Credit Monitoring: Settlement Class Members are eligible to receive two years of Credit Monitoring Services through one bureau upon submission of a Valid Claim using the Claim Form. The Settlement Administrator will send an activation code to each valid Credit Monitoring Services claimant after the Settlement has received final approval by the Court that can be used to activate Credit Monitoring Services. These enrollment codes will be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180 day period.

Expense Reimbursement: All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Breach, not to exceed \$2,500.00 per Settlement Class Member: (i) unreimbursed costs to obtain credit reports; (ii) unreimbursed fees relating to a credit freeze; (iii) unreimbursed card replacement fees; (iv) unreimbursed late fees; (v) unreimbursed over-limit fees; (vi) unreimbursed interest and fees on payday loans taken as a result of the Data Breach; (vii) unreimbursed bank or credit card fees; (viii) unreimbursed postage,

mileage, and other incidental expenses resulting from the Data Breach; and (ix) unreimbursed costs associated with up to one year of credit monitoring or identity theft insurance purchased after October 4, 2024, and prior to the Effective Date, with certification that it was purchased primarily as a result of the Data Breach. The amount of the expense reimbursement may be decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Alternative Cash Payment: As an alternative to Expense Reimbursement (described above), Settlement Class Members may submit a claim to receive a pro rata cash payment. The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds evenly amongst Settlement Class Members who elected to receive an Alternative Cash Payment. The Alternative Cash Payment is estimated to be approximately \$45, but may be decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the Settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.VisionPointDataSettlement.com, where you may also submit your Claim Form online. You may also request one by mail by calling (833) 417-4961. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **March 3, 2026**, to:

VisionPoint Eye Center Data Incident
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

9. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any Claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section 8 of the Settlement Agreement, available at www.VisionPointDataSettlement.com.

10. When will I get my payment?

The Court has scheduled a Final Approval Hearing at 1:30 p.m. on March 2, 2026 (though this date may change), to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved

favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment or credit monitoring services you must submit a Claim Form postmarked or submitted online by **March 3, 2026**.

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

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section 6 of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at www.VisionPointDataSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the attorneys listed in Question 16 for free or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Defendant about issues in the Lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

13. If I exclude myself can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement. Your request must be signed and state unequivocally your intent to be excluded from the Settlement Class and from the Settlement. You will only be able to submit an opt-out request on your own behalf; mass or class opt-outs will not be permitted. You must mail your exclusion request postmarked no later than February 2, 2026, to:

VisionPoint Eye Center Data Incident
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Gary M. Klinger of Milberg PLLC, Ben Barnow of Barnow and Associates, P.C., and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP to represent you and other Settlement Class Members. These lawyers are called Class Counsel. 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.

17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed \$250,000.00, in addition to reasonable costs and expenses incurred in prosecuting the litigation. Class Counsel will also request approval of service awards of \$1,000.00 each for the Class Representatives.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must mail copies to Class Counsel and Defendant's Counsel a written notice stating that you object to the Settlement.

Your objection must state:

- your full name, address, telephone number, and email address (if any);
- the case name and case number;

- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of original notice of the Data Breach or a statement explaining why you believe you are a Settlement Class Member);
- a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
- the identity of all counsel representing you in connection with the objection;
- a statement whether you and/or your counsel will personally appear at the Final Fairness Hearing; and
- your signature or the signature of your duly authorized attorney or other duly authorized representative.

Your objection must be mailed to Class Counsel and Defendant's Counsel at the addresses below no later than February 2, 2026.

CLASS COUNSEL	DEFENDANT'S COUNSEL
<p>MILBERG PLLC Gary M. Klinger 227 W. Monroe St., Ste. 2100 Chicago, IL 60606 gklinger@milberg.com</p>	<p>O'HAGAN MEYER, PLLC James W. Davidson One East Wacker Drive Suite 3400 Chicago, IL 60601 jdavidson@ohaganmeyer.com</p>

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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. on March 2, 2026, in the Circuit Court of McLean County, 104 W. Front St., Bloomington, IL 61701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 18). The Court will also decide whether to approve fees, costs, and expenses to Class Counsel, and the Service Awards to the Class Representatives.

21. 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 file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.VisionPointDataSettlement.com, or by writing to the VisionPoint Eye Center Data Incident Settlement Administrator, P.O. Box 25226 Santa Ana, CA 92799.

25. How do I get more information?

Go to www.VisionPointDataSettlement.com, call (833) 417-4961, or write to the VisionPoint Eye Center Data Incident Settlement Administrator, P.O. Box 25226 Santa Ana, CA 92799.

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***