In Re Shields Health Group, Inc. Data Breach Litigation, Case No. 1:22-cv-10901-PBS (D. Mass.) and Kossifos v. Shields Health Care Group, Inc., No. 2282-cv-00561 (Norfolk County), consolidated with Johnson v. Shields Health Care Group, Inc., No. 2277-cv-00839 (Essex County) and Biscan v. Shields Health Care Group, Inc., No. 2382-cv-0023 (Norfolk County).

SETTLEMENT CLAIM FORM

PAR CLAIM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive settlement benefits.

The Settlement Class includes all individual U.S. residents identified by Shields Health Care Group, Inc. ("Shields") as having their Personal Information potentially impacted by the Data Incident.

The Settlement Class contains approximately 2,382,578 individuals.

Excluded from the Settlement Class are: are: (1) any Judge or Magistrate Judge presiding over the Litigation, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members, and shareholders of the Defendant; (3) persons in the Federal Action Settlement Class who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; (4) any persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Parties' Counsel; and (6) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Data Incident or who pleads nolo contendere to any such charge.

Settlement Class Members may submit a Claim Form for:

- (i) Ordinary Out-of-Pocket Losses and Ordinary Attested Time up to \$2,500 per individual.
 - Ordinary Out-of-Pocket Losses (Section I): Documented, unreimbursed costs, losses, or expenditures incurred in responding to the Data Incident and/or notice of the Data Incident;
 - Ordinary Attested Time (Section II): at \$30/hour for up to 5 hours for time spent responding to the Data Incident and/or notice of the Data Incident.
- (ii) Extraordinary Losses and Extraordinary Attested Time up to \$25,000 per individual.
 - Extraordinary Losses (Section III): Documented, unreimbursed costs, losses, or expenditures more likely than not connected to the Data Incident and not reimbursable as Ordinary Out-of-Pocket Losses. Examples include costs, losses or expenditure incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of personal information;
 - Extraordinary Attested Time (Section IV): at \$30/hour for up to 20 hours for time spent remedying identity theft, fraud, or other misuse of your personal information more likely than not connected to the Data Incident.
- (iii) Alternative Cash Payment (Section V): A flat cash payment of \$50.00 per individual as an alternative to making a claim for either Ordinary Out-of-Pocket Losses and/or Ordinary Attested Time or for Extraordinary Out-of-Pocket Losses and/or Extraordinary Attested Time.

You can make a claim for compensation under ANY or ALL the Ordinary and Extraordinary sections (for a total of up to \$25,000). You can only make a claim under the Alternative Cash Payment section if you do NOT make a claim in any of the Ordinary or Extraordinary sections.

Ordinary Out-of-Pocket Losses and Extraordinary Losses **must be documented**. Documentation can include receipts or other documentation not self-prepared by the Settlement Class Member that documents the unreimbursed cost, loss, or expenditure incurred. Claims, even if approved, may be reduced *pro rata* based on the availability of funds. Claims, if approved, also may be increased *pro rata* (up to a maximum of \$400 increase) based on the availability of funds.



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PAR CLAIM

SETTLEMENT CLAIM FORM

This Claim Form may be submitted electronically via the Settlement Website at www.ShieldsDataSettlement.com or completed and mailed, including any supporting documentation, to: Shields Data Incident Settlement, c/o Analytics Consulting LLC, P.O. Box 2006, Chanhassen MN 55317-2006.

| | EMBER NAME AND CONTACT INFORMATION |
|---|--|
| Provide your name and contact information below changes after you submit this Claim Form. | v. You must notify the Settlement Administrator if your contact information |
| | |
| First Name | Last Name |
| Street Address | |
| | |
| City | State Zip Code |
| | |
| Email Address | Telephone Number |
| | |
| Login ID, if known | |
| II. ORDINAI | RY OUT-OF-POCKET LOSSES |
| Check this box if you are claiming Ordinary O Attested Time). | Out-of-Pocket Losses (up to a total of \$2,500.00 inclusive of any Ordinary |
| Ordinary Out-of-Pocket Losses are unreimbursed responding to the Data Incident and/or notice of the | costs, losses, or expenditures incurred by a Settlement Class member in he Data Incident. |

monitoring or other mitigative costs.

You <u>must</u> submit supporting documentation demonstrating actual, unreimbursed cost, loss or expenditure.

Complete the chart below describing the supporting documentation you are submitting along with a brief description

Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit-reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit

of the nature of the cost, loss or expenditure is not apparent.

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SETTLEMENT CLAIM FORM

| Description of Documentation Provided | Amount |
|--|---|
| Example: Receipt for credit repair services | \$100 |
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| | |
| | |
| TOTAL AMOUNT CLAIMED: | |
| | |
| III. ORDINARY ATTESTED TIME | |
| Check this box if you are requesting compensation for time spent responding to the Data Incident (which will be calculated and paid at a rate of \$30 per hour for a attest to and briefly describe (1) the actions taken in response to the Data Incident are and (2) the time associated with each action. | maximum of 5 hours). You must nd/or notice of the Data Incident; |
| I hereby attest I spent: hours responding to the Data Incident and/or receivi follows: | ng notice of Data Incident, as |
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| | |
| IV. EXTRAORDINARY LOSSES | |
| Check this box if you are claiming Extraordinary Losses (up to a total of \$25,000.0 Attested Time). | 00 inclusive of any Extraordinary |
| Control of the contro | |

Extraordinary Losses are unreimbursed costs, losses, or expenditures incurred by a Settlement Class Member that are more likely than not connected to the Data Incident and are not reimbursable as Ordinary Out-of-Pocket Losses. Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information.

Extraordinary Losses will be deemed "more likely than not connected to the Data Incident" if (1) the timing of the unreimbursed cost, loss, or expenditure was incurred in responding to the Data Incident and/or notice of the Data Incident; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Data Incident.

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SETTLEMENT CLAIM FORM

You <u>must</u> submit supporting documentation demonstrating actual, unreimbursed cost, loss or expenditure. Complete the chart below describing the supporting documentation you are submitting along with a brief description of the nature of the cost, loss or expenditure is not apparent.

| Description of Documentation Provided | Amount | | |
|--|--------|--|--|
| Example: Unreimbursed loss resulting from fraud or identity theft | \$100 | | |
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| TOTAL AMOUNT CLAIMED: | | | |
| | | | |
| V. EXTRAORDINARY ATTESTED TIME | | | |
| Check this box if you are requesting compensation for time spent remedying identity theft, fraud, or other misuse of your personal information more likely than not as a result of the Data Incident or notice of the Data Incident (which will be calculated and paid at a rate of \$30 per hour for a maximum of 20 hours). You must attest to and sufficiently describe (1) the nature and date(s) of identity theft, fraud, or misuse of Personal Information; (2) the actions taken to remedy identity theft, fraud, or other misuse of their information related to the Data Incident; and (3) the time associated with each action. | | | |
| Extraordinary Attested Time will be deemed "more likely than not" if (1) the timing of the unreimbursed cost, loss, or expenditure was incurred in responding to the Data Incident and/or notice of the Data Incident; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendant prior to the Data Incident. | | | |
| I hereby attest I spent: hours to remedy identity theft, fraud, or other misuse of my personal information related to the Data Breach, as follows: | | | |
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PAR CLAIM

SETTLEMENT CLAIM FORM

| | VI. ALTERNATIVE CASH PAYM | ENT |
|--|--|---|
| Out-of-Pocket Losses and/or Ord Attested Time. Settlement Class | linary Attested Time or for Extraordinary Members do not need to submit any s ent. If you elected to receive payment und | ernative to making a claim for either Ordinary Out-of-Pocket Losses and/or Extraordinary upporting documentation or attestations to der any of Sections II–V above, you are not |
| | VII. PAYMENT SELECTION | |
| Please select from one of the following | g payment options: | |
| PayPal - Enter your PayPal email | address: | |
| Venmo - Enter the mobile numbe | r associated with your Venmo account: _ | |
| Zelle - Enter the mobile number of | or email address associated with your Zell | le account: |
| Mobile Number: | or Email Address: | |
| Virtual Prepaid Card - Enter you | r email address: | |
| Physical Check - Payment will be | e mailed to the address provided in Section | on I above. |
| | VIII. ATTESTATION & SIGNATU | IRE |
| correct to the best of my knowledge. I | understand that my claim is subject to ve ement Administrator before my claim is co | oporting documentation provided is true and rification and that I may be asked to provide onsidered complete and valid. I understand |
| Signature | Printed Name | Date Signed |