

Iowa District Court for Linn County

If your Personal Information was potentially compromised in the CarePro Data Incident that occurred in November 2023, you may be entitled to benefits from a class action settlement.

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

- A \$1,300,000.00 settlement has been reached in a class action lawsuit against C.R. Pharmacy Services, Inc. d/b/a CarePro Health Services (“CarePro” or “Defendant”) arising out of a data incident CarePro experienced on or about November 16, 2023, by unauthorized individuals (“Data Incident”).
- You are part of the Settlement Class if you are an individual whose Personal Information was potentially compromised in the Data Incident.
- Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Monetary Losses:** You may claim up to \$5,000.00 upon presentment of documented losses related to the Data Incident.

AND

- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment, currently estimated to be \$100. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* basis after payment of Settlement Administration Fees, Attorneys’ Fees Costs and Expenses, Documented Monetary Losses, and Credit Monitoring and Identity Restoration Services.

AND

- **Credit Monitoring and Identity Theft Restoration Services:** In addition to electing reimbursement for Documented Monetary Losses and/or a cash payment, you may claim two (2) years of free 3-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or postmarked by December 3, 2025
OPT-OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by December 3, 2025
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by December 3, 2025

DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	
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- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement.

This notice explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. The lawsuit is *Bell et al. v. C.R. Pharmacy Services, Inc.*, Case No. CVCV104303, in the Iowa District Court for Linn County (the “Litigation”).

2. What is this lawsuit about?

Plaintiffs Brandi Bell, individually, and Brandie Keegan, individually and on behalf of her minor child, E.S., both on behalf of all other similarly situated (“Representative Plaintiffs”), individually and on behalf of the Settlement Class, filed this lawsuit against Defendant. Representative Plaintiffs allege that on or around November 16, 2023, CarePro discovered that unauthorized individuals gained access to the internet accessible network on which CarePro stored the unencrypted and unredacted Private Information of its patients (the “Data Incident”). The attacker accessed and acquired files containing unencrypted Private Information of Representative Plaintiffs and Class Members. The impacted information may include, but is not limited to, full names, contact information, dates of birth, state IDs, Social Security numbers, driver’s license numbers, and financial account information (“personally identifiable information” or “PII”) and medical and health insurance information, which is protected health information (“PHI”, and collectively with PII, “Private Information”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

Representative Plaintiffs brought this lawsuit against Defendant alleging legal claims for (i) negligence, (ii) negligence per se; (iii) breach of implied contract; (iv) invasion of privacy, (v) breach of fiduciary duty; (vi) breach of confidence; (vii) invasion of privacy – intrusion upon seclusion; (viii) violation of the Iowa Consumer Fraud Act (“ICFA”), Iowa Code § 714h.3, 714h.5; (ix) violation of the Iowa Personal Information Security Breach Protection Act (“PISBPA”), Iowa Code § 715c.2, and; (x) unjust enrichment. CarePro denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

3. What is a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Representative Plaintiffs and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals whose Personal Information was potentially compromised in the Data Incident.

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

Yes. The Settlement Class specifically excludes: (i) CarePro, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her 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 Data Incident or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.CareProClassAction.com or call the Claims Administrator’s toll-free telephone number at 1-844-307-7910.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

(1) Reimbursement for Documented Monetary Losses:

All Settlement Class Members may submit a Claim for a cash payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, you must attest that losses or expenses were incurred as a result of the Data Incident.

You will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include, but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after November 16, 2023, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. You may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

(2) Pro Rata Cash Payment:

In addition to or instead of Documented Monetary Losses, you may claim a *pro rata* cash payment in the estimated amount of \$100.00. The payments will be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

(3) Credit Monitoring and Identity Theft Restoration Services:

In addition to electing any of the other benefits, Settlement Class Members may claim two years of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Settlement Agreement Section 7 describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.CareProClassAction.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked or submitted online by December 3, 2025**. Claim Forms may be submitted online at www.careProClassAction.com or printed from the Settlement Website and mailed to the Claims Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-844-307-7910 or by writing to:

CarePro Data Incident Claims Administrator
P.O. Box 1188
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail, postmarked by December 3, 2025.

12. What happens if my contact information changes after I submit a Claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-844-307-7910, by writing to info@CareProClassAction.com, or to:

CarePro Data Incident Claims Administrator
P.O. Box 1188
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.CareProClassAction.com for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Claims Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Lynn A. Toops of Cohen & Malad LLP as Class Counsel lawyer to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following address and phone number:

David K. Lietz, Esq.
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN
5335 Wisconsin Avenue NW, Suite 440
Washington, DC 20015
(866) 252-0878

Lynn A. Toops
COHEN & MALAD
450 Sentry Parkway, Suite 200
Blue Bell, PA 19422
(610) 567-0700

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to one-third of the \$1,300,000.00 Settlement Fund, plus reimbursement of out-of-pocket litigation expenses. The Court may award less than the amount requested. Class Counsel will also request approval of Service Awards of \$2,500 for each of the Representative Plaintiffs. If awarded by the Court, the Claims Administrator will pay attorneys' fees, litigation expenses, and service award out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees, Litigation Expenses, and Service Awards will be made available on the Settlement Website at www.CareProClassAction.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name, current address, telephone number, and email address (if any);
- (2) A statement clearly indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class Member;

The opt out request must be **mailed** to the Claims Administrator at the following address, and be **postmarked no later than December 3, 2025**:

CarePro Data Incident Claims Administrator
Exclusions
P.O. Box 1188
Baton Rouge, LA 70821

You cannot opt out by telephone or by email.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by the Settlement Agreement, including the Release contained therein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue Defendant and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendant or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Expenses.

To object, you must mail a timely, written notice of your objection. Your objection must be **postmarked by December 3, 2025**.

The objection must also include all of the following information:

- (1) Your full name, current address, telephone number, and email address (if any);

- (2) The case name and case number, *Bell et al. v. C.R. Pharmacy Services, Inc.*, No. CVCV104303;
- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, such as a copy of the Postcard notice you received;
- (4) A written statement of all grounds for the objection, accompanied by any legal support for the objection;
- (5) A statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (6) Identity of any and all counsel representing you in connection with the objection;
- (7) Whether you or your counsel will appear at the Final Approval Hearing;
- (8) A list of all settlements to which you and/or your counsel have objected in the preceding three (3) years;
- (9) Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked** by **December 3, 2025**, to the Claims Administrator at:

CarePro Data Incident Claims Administrator
Objections
P.O. Box 1188
Baton Rouge, LA 70821

You may also file any Objection with the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **January 23, 2026, at 10:30 a.m. Central Time** to decide whether to approve the Settlement. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Expenses, and Service Awards. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing in person. Any change will be posted at www.CareProClassAction.com.

23. Do I have to attend 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 mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer to speak for you at the Final Approval Hearing instead of Class Counsel, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.CareProClassAction.com, by calling 1-844-307-7910, by writing to info@CareProClassAction.com or:

CarePro Data Incident Claims Administrator
P.O. Box 1188
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**