

If you were notified that your Private Information was potentially compromised in the June 2024 cyberattack perpetrated against Ott Cone & Redpath, P.A., a class action settlement may affect your rights.

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

- A proposed settlement has been reached in a lawsuit entitled *McKoy et al. v. Ott Cone & Redpath, P.A.*, Case No. 24-CV-028463-400 (N.C. Super. Ct.) (the “Action”), relating to the June 2024 Data Breach during which cybercriminals gained unauthorized access to Defendant’s network, and potentially accessed and/or acquired files containing the Private Information of approximately 34,457 individuals. The Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.
- If you received a notification from Ott Cone & Redpath, P.A. (“Ott Cone” or “Defendant”) about the 2024 Data Breach, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides for an aggregate cap of \$600,000.00 which will be used to pay for Settlement Class Member Benefits, the Costs of Notice and Claims Administration, Attorneys’ Fees, Costs and Expenses awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit www.ocrdataincident.com or call toll-free 1-888-400-1547.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DECEMBER 10, 2025	Submitting a Valid Claim Form is the only way you can receive Credit Monitoring, Expense Reimbursement, or an Alternative Cash Payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: NOVEMBER 10, 2025	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Ott Cone. This is the only option that allows you to be part of any other lawsuit against Ott Cone for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: NOVEMBER 10, 2025	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

Questions? Visit www.ocrdataincident.com or call toll-free 1-888-400-1547.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 2
WHO IS INCLUDED IN THE SETTLEMENT?.....	PAGE 3
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....	PAGE 3
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....	PAGE 5
REMAINING IN THE SETTLEMENT.....	PAGE 5
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 6
THE LAWYERS REPRESENTING YOU.....	PAGE 6
OBJECTING TO THE SETTLEMENT.....	PAGE 7
THE COURT’S FINAL FAIRNESS HEARING.....	PAGE 8
IF YOU DO NOTHING.....	PAGE 9
GETTING MORE INFORMATION.....	PAGE 9

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 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 Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. 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 overseeing this case is the Superior Court of the State of North Carolina for the County of Guilford. The case is known as *McKoy et al. v. Ott Cone & Redpath, P.A.*, Case No. 24-CV-028463-400 (N.C. Super. Ct.). Camisha McKoy and Vanita Edwards, the individuals who brought this Action, are called the Plaintiffs or Representative Plaintiffs, and the entity sued, Ott Cone & Redpath, P.A., is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs claim that Ott Cone is liable for the Data Breach and have asserted numerous legal claims against the Defendant. The Defendant denies each and all of the claims and contentions alleged against it in the Action. Defendant denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit www.ocrdaincident.com.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and

one judge resolve the issues for all Settlement Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Ott Cone. Instead, the Plaintiffs negotiated a settlement with Ott Cone that allows the Plaintiffs, the proposed Settlement Class, and Ott Cone to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Ott Cone did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals to whom Ott Cone sent notice of the 2024 Data Breach.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-888-400-1547 or by visiting the Settlement Website at www.ocrdataincident.com.

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

Yes. The Settlement Class specifically excludes: (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

8. What does the Settlement provide?

The Settlement provides for an aggregate cap of \$600,000.00 which will be used to pay for Settlement Class Member Benefits, the Costs of Notice and Claims Administration, Attorneys' Fees, Costs, and Expenses awarded by the Court, and Service Awards to the Representative Plaintiffs awarded by the Court. Please visit www.ocrdataincident.com for complete information about the Settlement Benefits.

- Expense Reimbursement: Up to \$2,500.00 for documented, unreimbursed out-of-pocket losses resulting from the Data Breach.
- Alternative Cash Payment: In lieu of Expense Reimbursement, Settlement Class Members can claim an alternative cash payment of up to \$50 which shall be decreased on a *pro rata* basis to the extent a reduction is required due to the number of valid claims filed exceeding the amount of funds available for these payments. No documentation required.

- Credit Monitoring: Three (3) years of one bureau credit monitoring services.

9. What is included under Expense Reimbursement?

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible to receive reimbursement for the following documented out-of-pocket losses caused by the Data Breach, if not already reimbursed through any other source and, 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 June 3, 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 shall be decreased on a *pro rata* basis to the extent a reduction is required due to the number of valid claims filed exceeding the amount of funds available for these payments.

Settlement Class Members with expense reimbursement claims must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

10. What is the Alternative Cash Payment?

Settlement Class Members can elect to make a claim for a \$50.00 alternative cash payment in lieu of the Expense Reimbursement benefit. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form, but no documentation is required to make a claim.

The amount of the alternative cash payment shall be decreased on a *pro rata* basis to the extent a reduction is required due to the number of valid claims filed exceeding the amount of funds available for these payments.

11. What is included in the Credit Monitoring Services?

Settlement Class Members who submit a Valid Claim Form can elect to enroll in three (3) years of one bureau credit monitoring services.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they claim Expense Reimbursement or the Alternative Cash Payment.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

12. Has the Defendant implemented any additional security measures?

Together with the data security measures Defendant had employed prior to the alleged confidentiality breach, which Defendant contends were adequate, reasonable, and legally compliant, Defendant has employed, and will continue to employ, additional security measures including resetting all passwords, enabling multi-factor authentication for all users, new technical safeguards, and training or retraining workforce members on cybersecurity practices.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or a Settlement payment, you must complete and submit a Valid Claim Form. Claim Forms are available at www.ocrdataincident.com, or you may request one by mail by calling 1-888-400-1547. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **December 10, 2025** to: *McKoy v. Ott Cone & Redpath, P.A.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

14. How will claims be decided?

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion.

15. When will I get my payment?

The Court will hold a Final Fairness Hearing at **10:00 a.m. on December 15, 2025** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional 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. If you have further questions regarding payment timing, you may contact the Claims Administrator by emailing ocrdaincident@cptgroup.com.

REMAINING IN THE SETTLEMENT

16. 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 to receive Credit Monitoring Services or a payment from the Settlement, you must submit a Valid Claim Form online or postmarked by **December 10, 2025**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment. You will also give up certain legal rights.

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

If the Settlement becomes final, you will give up your right to sue Ott Cone for the claims being resolved by this Settlement. The specific claims you are giving up against Ott Cone and the claims you are releasing are described in the Settlement Agreement, available at: www.ocrdataincident.com. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any

questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 20 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Ott Cone about issues in the Litigation, 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.

18. 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.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Ott Cone 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.

20. 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 in *McKoy et al. v. Ott Cone & Redpath, P.A.*, Case No. 24-CV-028463 (N.C. Super. Ct.). Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **November 10, 2025** to:

McKoy v. Ott Cone & Redpath, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
ocrdataincident@cptgroup.com

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel		
David Lietz MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 5335 Wisconsin Avenue NW Suite 440 Washington, DC 20015 Telephone: 866-252-0878 Facsimile: 202-686-2877 dlietz@milberg.com	Cassandra Miller STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue Suite 1610 Chicago IL, 60611 Telephone: (872) 263-1100 Facsimile: (872) 263-1109 cmiller@straussborrelli.com	Daniel Srourian, Esq. SROURIAN LAW FIRM, P.C. 468 N. Camden Dr., Suite 200 Beverly Hills, CA 90210 Telephone: (213) 474-3800 Facsimile: (213) 471-4160 daniel@slfla.com

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees, costs, and expenses in an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00). Class Counsel will also seek Service Awards in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each of the two (2) Representative Plaintiffs. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

23. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must include: the name or caption of this Litigation, *i.e.*, *McKoy et al. v. Ott Cone & Redpath, P.A.*, Case No. 24-CV-028463-400 (N.C. Super. Ct.) and:

- i. the objector's full name, address, telephone number, and email address (if any);
- ii. the case name and case number;
- iii. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member);
- iv. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v. the identity of all counsel representing the objector in connection with the objection;
- vi. a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and
- vii. the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be mailed with a postmark date no later than **November 10, 2025** to Class Counsel and to Defendant's counsel as set forth below. Class Counsel will file the objections received with the Court with the Motion for Final Approval of the Settlement.

Upon respective Proposed Class Counsel via mail and e-mail at:

David Lietz
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
5335 Wisconsin Avenue NW
Suite 440
Washington, DC 20015
Telephone: 866-252-0878
Facsimile: 202-686-2877
dlietz@milberg.com

Cassandra Miller
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611

Telephone: (872) 263-1100
Facsimile: (872) 263-1109
cmiller@straussborrelli.com
Daniel Srourian, Esq.
SROURIAN LAW FIRM, P.C.
468 N. Camden Dr., Suite 200
Beverly Hills, CA 90210
Telephone: (213) 474-3800
Facsimile: (213) 471-4160
daniel@slfla.com

Upon Defendant's counsel via mail and e-mail at:

O'HAGAN MEYER PLLC

Candice A. Diah
Aretina K. Samuel-Priestley
301 S. McDowell Street, Suite 707
Charlotte, NC 28204
cdiah@ohaganmeyer.com
tsamuel-priestley@ohaganmeyer.com

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

24. 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 Valid Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS 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.

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. on December 15, 2025, in Courtroom 3H located at 201 South Eugene Street, Greensboro, NC 27401. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees, costs, and expenses not to exceed \$200,000.00, and Service Awards not to exceed \$2,500.00 for each of the Representative Plaintiffs. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 22).

26. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing 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.

27. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

28. What happens if I do nothing?

If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ott Cone or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

29. 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.ocrdataincident.com, or by writing to Claims Administrator:

McKoy v. Ott Cone & Redpath, P.A.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
ocrdataincident@cptgroup.com

30. How do I get more information?

For more information, please visit www.ocrdataincident.com or call toll-free 1-888-400-1547. You can also contact the Claims Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.