

If your Personal Information was involved in the Cyber Incident involving Bridgeway Center on or around February 21, 2024, you may be entitled to a cash payment from a settlement.

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

- A settlement has been reached in a class action lawsuit against Bridgeway Center, Inc. (“Defendant”) arising out of a Cyber Incident (the “Cyber Incident”) that Defendant identified on or around February 21, 2024. The Personal Information of employees and/or patients of Defendant was potentially accessible in the Incident. Personal Information includes Personally Identifiable Information or PII, including full names, addresses, Social Security numbers, and financial information, and Protected Health Information or PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records. The lawsuit alleges (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; and (5) declaratory and injunctive relief as a result of the Incident.
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Personal Information was impacted in the Cyber Incident, including those who were sent a notice by Bridgeway Center that your Personal Information may have been impacted in the Cyber Incident. Bridgeway Center sent the notice May 2024.
- If you are a Settlement Class Member, you may be able to receive **one** of the following Cash Payments:

Cash Payment A:

Ordinary Loss: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Cyber Incident for up to \$1,500 per person.

Extraordinary Loss: You may submit a timely and valid Claim Form for extraordinary losses for up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Cash Payment B: Instead of selecting Cash Payment A, you may choose to receive a cash payment for a flat cash payment in the amount of \$125.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment.

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 a Cash Payment is to submit a timely and valid Claim Form.	Submitted or Postmarked by: February 8, 2025
EXCLUDE YOURSELF	Get no Cash Payment. Keep your right to file your own lawsuit against the Released Parties about the legal claims in this lawsuit that are released by the Settlement.	Postmarked by: December 26, 2024
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.	Filed by: December 26, 2024
DO NOTHING	Get no Cash Payment. Give up your legal rights.	

Questions? Go to www.BridgewayCenterSettlement.com or call 1-888-453-8305

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court must decide whether to approve the Settlement and the requested Service Awards and attorneys’ fees and costs. No Cash Payments will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A state court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Terrance R. Ketchel of the Circuit Court of the First Judicial District in and for Okaloosa County, Florida is overseeing this class action. The lawsuit is known as *In re: Bridgeway Center Cyber Incident Litigation*, Case No. 2024-CA-1395 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Bridgeway Center, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant, individually, and on behalf of employees and patients of Defendant whose PII, including but not limited to full names, addresses, Social Security numbers, and financial information, and PHI, including information related to patients’ care, treatment, diagnosis, appointments, health insurance and billing information, and any other health related records, was potentially impacted in the Cyber Incident.

Plaintiffs allege on or around February 21, 2024, as a result of the Cyber Incident, there was unauthorized accessibility of their Private Information. Plaintiffs brought this lawsuit against Defendant.

Defendant denies the legal claims and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Jeff Beaver, Justin Beck, Kimberly Davidson, and Jennifer Nelson.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for all Settlement Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

Questions? Go to www.BridgewayCenterSettlement.com or call 1-888-453-8305

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are a living individual residing in the United States whose Personal Information was impacted in the Cyber Incident. You may have been sent notice regarding the Cyber Incident in May 2024.

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

Yes. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Bridgeway Center; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

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.BridgewayCenterSettlement.com or call the Settlement Administrator's toll-free number at 1-888-453-8305.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you submit a timely and valid Claim Form, you may be eligible to select **one** of the following Cash Payments:

Cash Payment A.

Ordinary Losses: You may submit a timely and valid Claim Form and provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Cyber Incident for up to \$1,500 per person.

Examples of ordinary losses include out of pocket expenses incurred as a result of the Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between February 21, 2024, and the date of the Claim Form Deadline.

Examples of supporting documentation include (but are not limited to): (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts - "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. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Extraordinary Losses: You may submit a timely and valid Claim Form for extraordinary losses for up to \$5,000 per person if the extraordinary loss is (i) an actual, documented and unreimbursed monetary loss due to fraud or identity theft; (ii) fairly traceable to the Cyber Incident; (iii) occurred after the Cyber Incident and before the Claim Form Deadline; (iv) not already covered by one or more of the ordinary loss categories, and (v) you made reasonable efforts to avoid, or seek reimbursement

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for, the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Cash Payment B. Instead of selecting Cash Payment A, you may elect to receive Cash Payment B, which is a flat cash payment in the amount of \$125.

Your Cash Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Payments may be reduced pro rata accordingly.

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

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments 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 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?

Section XIII of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.BridgewayCenterSettlement.com. 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 14 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 a Cash Payment?

You must submit a timely and valid Claim Form for a Cash Payment described in Question 8. Your Claim Form must be submitted online at www.BridgewayCenterSettlement.com by **February 8, 2025**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by February 8, 2025**. Claim Forms are also available on the Settlement Website at www.BridgewayCenterSettlement.com or by calling 1-888-453-8305 or by writing to:

Bridgeway Center Cyber Incident Litigation
Settlement Administrator
PO Box 3518
Portland, OR 97208-3518

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Bridgeway Center Cyber Incident Litigation
Settlement Administrator
PO Box 3518
Portland, OR 97208-3518

Questions? Go to www.BridgewayCenterSettlement.com or call 1-888-453-8305

13. When will I receive my Cash Payment?

If you file a timely and valid Claim Form, Cash Payments will be provided by the Settlement 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.BridgewayCenterSettlement.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weeks of Milberg Coleman Bryson Phillips Grossman, PLLC, A. Brooke Murphy of the Murphy Law Firm and Philip J. Krzeski of Chestnut Cambronne PA as Class Counsel 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.

15. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees and costs of up to 33.33% of the \$615,000 Settlement Fund. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,000 each for their efforts in achieving the Settlement. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the attorneys' fees and costs and the Service Awards will be made available on the Settlement Website at www.BridgewayCenterSettlement.com.

OPTING OUT FROM THE SETTLEMENT

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

16. How do I opt out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *Bridgeway Center Cyber Incident Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **December 26, 2024**:

Questions? Go to www.BridgewayCenterSettlement.com or call 1-888-453-8305

You cannot opt out (exclude yourself) by telephone or by email.

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

No. If you timely opt-out, you will not be entitled to receive a Cash Payment, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get a Cash Payment if you stay in the Settlement and submit a timely and valid Claim Form.

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

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

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I object to the Settlement?

If you are a Settlement Class Member, you can tell the Court you object to all or any part of the Settlement.

To object, you must file timely written notice with the Court as provided below no later than **December 26, 2024**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **December 26, 2024**, stating you object to the Settlement in *Bridgeway Center Cyber Incident Litigation*, Case No. 2024-CA-1395.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, address, telephone number, and email address (if any);
- 2) The specific grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the 5 years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of any lawyers representing you in connection with the objection, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The number of times in which your lawyer or your lawyer's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made the objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which your lawyer's counsel

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and/or lawyer's law firm have objected to a class action settlement within the preceding 5 years;

- 6) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
- 7) A statement confirming whether you and/or your lawyer(s) intend to personally appear and/or testify at the Final Approval Hearing; and
- 8) Your signature as the objector (an attorney's signature is not sufficient).

To be timely, written notice of an objection including all of the information above must be filed with the Court in person at the Courthouse or by mail to Class Counsel, Defendant's Counsel and the Settlement Administrator by **December 26, 2024**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk Circuit Court of Okaloosa County 101 East James Lee Blvd. Crestview, FL 32536	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd, Suite 500 Fort Lauderdale, FL 33301	David Ross Wilson Elser LLP 1500 K Street, NW, Suite 330 Washington, DC 20005	Bridgeway Center Cyber Incident Litigation Settlement Administrator PO Box 3518 Portland, OR 97208-3518

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

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

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. 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

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **January 24, 2025, at 9:00 a.m.** before the Honorable Terrance R. Ketchel at the Okaloosa County Courthouse Annex Extension, 1940 Lewis Turner Blvd., Fort Walton Beach, Florida 32547. 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 the attorneys' fees and costs, and the Service Awards to the Class Representatives.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by

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telephone. You should check the Settlement Website www.BridgewayCenterSettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

22. 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 file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you file a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can 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 instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 19 above—and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive a Cash Payment, and you will give up rights explained in the “Opting Out from 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 about the legal issues in this lawsuit that are released by the Settlement relating to the Incident.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.BridgewayCenterSettlement.com. You may get additional information at www.BridgewayCenterSettlement.com, by calling toll-free 1-888-453-8305, or by writing to:

Bridgeway Center Cyber Incident Litigation
Settlement Administrator
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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S
CLERK OFFICE REGARDING THIS NOTICE.**

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