

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*  
Case No. 2422-CC00208-01

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

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### If You Were Notified by Navvis Regarding the July 2023 Incident, You May Be Eligible for Payment and Credit Monitoring Services from a Class Action Settlement.

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- A settlement has been reached in the above referenced class action lawsuit against Navvis & Company, LLC, (“Navvis” or “Defendant”) and SSM Health Care Corporation d/b/a SSM Health (“SSM”) concerning a data security incident whereby unauthorized user(s) allegedly gained access to Navvis’ network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis’ files, including certain Private Information of approximately 2.8 million people (the “Incident”). Navvis provided notification of the Incident to all potentially impacted individuals beginning on or about September 22, 2023, and concluding on June 6, 2024. Navvis and SSM deny any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation.
- The Settlement Class includes all persons residing in the United States (including its territories) whose Private Information was compromised during the Incident. The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their 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 occurrence of the Incident or who pleads *nolo contendere* to any such charge.
- Eligible Settlement Class Members may file a claim to receive the following settlement benefits:
  - **Documented Out-of-Pocket Expense Reimbursement** – Reimbursement for the actual amount of certain unreimbursed Out-of-Pocket Expenses (also referred to as “Ordinary Losses”) resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member.
  - **Documented Extraordinary Loss Reimbursement** – Reimbursement for certain documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss.
  - **Credit Monitoring Services** – Two additional years of three-bureau credit monitoring.
  - **Pro Rata Cash Payment** – A cash payment to compensate for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims.
- For more information or to submit a claim visit **[www.SettlementNavvis.com](http://www.SettlementNavvis.com)** or call 1-888-379-3895.
- **Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive benefits.	Submitted or Postmarked on or Before <b>July 7, 2025</b>
<b>Exclude Yourself By Opting Out of the Class</b>	Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Navvis or SSM for the same claims if you are a Settlement Class Member.	Submitted or Postmarked on or Before <b>June 6, 2025</b>
<b>Object to the Settlement and/or Attend the Final Fairness Hearing</b>	You can write to the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on <b>July 10, 2025</b> , about the fairness of the settlement, with or without your own attorney.	Received on or Before <b>June 6, 2025</b>
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the settlement. Settlement benefits and payments to class members will be made if the Court approves the settlement and after any possible appeals are resolved.

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## **BASIC INFORMATION**

### **1. What is this Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with Navvis, which also includes settlement of claims against SSM. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The case is called *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01, in the Circuit Court of the City of St. Louis, State of Missouri.

### **2. What is a class action lawsuit?**

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

## **THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT**

### **3. What is this lawsuit about?**

The lawsuit is a proposed class action lawsuit brought on behalf of the Settlement Class of all persons residing within the United States whose Private Information was compromised as a result of the Incident when unauthorized user(s) allegedly gained access to Navvis' network between July 12, 2023, and July 25, 2023, deployed ransomware, and obtained unauthorized access to Navvis' files.

Navvis and SSM deny each and every claim and contention alleged against them in the Litigation. Navvis and SSM deny any and all wrongdoing or liability that is alleged, or which could be alleged, in the Litigation. More information about the complaint in the lawsuit can be found on the Settlement Website at [www.SettlementNavvis.com](http://www.SettlementNavvis.com).

### **4. Why is there a settlement?**

The Court has not decided whether the Plaintiffs, Navvis, or SSM should win this case. Instead, Plaintiffs and Navvis agreed to this settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of wrongdoing by Navvis or SSM.

## **WHO'S INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

You are part of the Settlement as a Settlement Class Member if you reside in the United States and your Private Information was compromised during the Incident.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling 1-888-379-3895, by emailing [info@settlementnavvis.com](mailto:info@settlementnavvis.com), or by visiting [www.SettlementNavvis.com](http://www.SettlementNavvis.com).

The Settlement Class specifically excludes: (i) Navvis and its officers and directors and the Related Parties; (ii) all Settlement Class Members who timely and validly opt out of the Settlement Class; (iii) any judges assigned to the Litigation and their 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 occurrence of the Incident or who pleads *nolo contendere* to any such charge.

## THE SETTLEMENT BENEFITS

### 6 What does the settlement provide?

The proposed settlement would create a non-reversionary Settlement Fund of up to \$6,500,000, as set forth in Section 2.1(a)-(c) of the Settlement Agreement.

The Settlement Fund will be used to pay for (i) Credit Monitoring; (ii) Compensation for certain Documented Out-of-Pocket Expenses and Extraordinary Losses; (iii) *Pro Rata* Cash Payments; (iv) settlement expenses; (v) service awards; and (vi) attorneys' fees and litigation expenses.

### 7 What kind of benefits can Settlement Class Members receive?

The Settlement will provide payments and credit monitoring services to people who submit valid claims.

**Documented Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for reimbursement of the following documented Out-of-Pocket Expenses (also referred to as "Ordinary Losses") resulting from the Incident, not to exceed \$2,000 total per Settlement Class Member: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; (vi) gasoline for local travel; and/or (vii) credit monitoring or other identity theft monitoring purchased by Settlement Class Members between July 12, 2023 and June 6, 2024. Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such Ordinary Losses, including but not limited to exhaustion of all available credit monitoring insurance, identity theft insurance and fraud insurance.

Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Ordinary Losses.

**Documented Extraordinary Loss Reimbursement:** Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member for documented monetary loss that: (i) is an actual, documented and unreimbursed monetary loss caused by (A) injurious misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information; (ii) was more likely than not caused by the Incident; (iii) occurred between July 12, 2023 and April 14, 2025; (iv) is not already covered by one or more of the above-referenced reimbursed expenses for Ordinary Losses; and (v) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services, identity theft insurance or fraud insurance, if any such services/insurance applies.

Settlement Class Members with Extraordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for Extraordinary Losses.

**Credit Monitoring:** All Settlement Class Members who submit a Valid Claim using the Claim Form, including necessary supporting documentation, are eligible for two additional years of three-bureau credit monitoring.

**Pro Rata Cash Payment:** All Settlement Class Members are eligible to make a claim for a cash payment to compensate them for the loss of privacy associated with the Incident. The cash payment will be increased or decreased on a *pro rata* basis based on the number of Class Members who make claims.

For complete details, please see the Settlement Agreement, whose terms control, available at [www.SettlementNavvis.com](http://www.SettlementNavvis.com).

## HOW TO GET BENEFITS

### 8 How do I make a claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a claim must fill out and submit a Claim Form online at [www.SettlementNavvis.com](http://www.SettlementNavvis.com) or by mail to the Settlement Administrator. Claim Forms are available through the Settlement website at [www.SettlementNavvis.com](http://www.SettlementNavvis.com) or by calling 1-888-379-3895.

**All Claim Forms must be submitted no later than July 7, 2025.**

### 9 When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for July 10, 2025. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

## THE LAWYERS REPRESENTING YOU

### 10 Do I have a lawyer in this case?

Yes, the Court has appointed John F. Garvey, Jr. of Stranch, Jennings & Garvey, PLLC as “Class Counsel” to represent you and all class members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

### 11. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this Litigation on behalf of the Settlement Class and have not been paid for their out-of-pocket expenses. Class Representatives shall seek an award of attorneys’ fees not to exceed one-third of the Settlement Fund. Class Representatives shall also seek reimbursement for reasonable out-of-pocket costs and expenses not to exceed \$50,000. Navvis will not object to Class Representatives’ requesting and receiving an

award of attorneys' fees not to exceed one-third of the Settlement Fund and reasonable out-of-pocket costs and expenses not to exceed \$50,000. Class Counsel will seek approval from the Court of a service award in the amount of \$2,500 to each of the named Class Representatives (for a total payment of \$30,000). Navvis will not object to Class Counsel seeking approval of a service award in the amount of \$2,500 to each of the named Class Representatives (for a total payment of \$30,000).

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Class Representatives.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service awards with the Court, which will also be posted on the Settlement Website, at [www.SettlementNavvis.com](http://www.SettlementNavvis.com).

#### **12. What claims do I give up by participating in this settlement?**

If you do not exclude yourself from the Settlement, you will not be able to sue Navvis or SSM about the Incident, and you will be bound by all decisions made by the Court in this case, the settlement, and its included release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [www.SettlementNavvis.com](http://www.SettlementNavvis.com).

### **IF YOU DO NOTHING**

#### **13. What happens if I do nothing at all?**

If you do nothing, you will receive no benefits under the settlement. You will be in the Settlement Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court, the settlement, and its included release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 6 of the Settlement Agreement. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Navvis for the claims or legal issues released in this settlement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be part of this settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class.

#### **14. What happens if I ask to be excluded?**

If you exclude yourself from the settlement, you will receive no benefits under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Navvis in this class action and the releases in this settlement.

#### **15. How do I ask to be excluded?**

You can ask to be excluded from the settlement. To do so, you must send written notice to the Settlement Administrator stating that you want to be excluded from the settlement in *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01. Your written notice must include: (1) the name of the proceeding; (2) your full name and current address; (3) a statement that you wish to be excluded from the Settlement Class; and (4) your signature. You must

email or mail your exclusion request postmarked (or dated for emails) **no later than June 6, 2025**, to [info@settlementnavvis.com](mailto:info@settlementnavvis.com) or the following address:

Navvis Settlement Administrator  
P.O. Box 4285  
Baton Rouge, LA 70821

You cannot exclude yourself by phone. Any person who wants to be excluded from the settlement must submit his or her own exclusion request. Mass or class opt-outs will not be permitted.

**16. If I don't exclude myself, can I sue Navvis for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Navvis or SSM for the claims or legal issues released in this settlement, even if you do nothing.

**17. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you cannot submit a Claim Form to ask for any benefits.

## **OBJECTING TO THE SETTLEMENT**

**18. How do I object to the settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must submit written notice to the Settlement Administrator stating that you object to the settlement in *John Doe et al. v. SSM Health Care Corporation d/b/a SSM Health et al.*, Case No. 2422-CC00208-01. Your objection must be postmarked (or dated for emails) **no later than June 6, 2025**.

The objection must be in writing and be personally signed by you. The objection must include: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) 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 notice, copy of original notice of the Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

You must email the objection to [info@settlementnavvis.com](mailto:info@settlementnavvis.com) or mail the objection to the Settlement Administrator at the address listed below, postmarked (or dated for emails) no later than **June 6, 2025**:

Navvis Settlement Administrator  
P.O. Box 4285  
Baton Rouge, LA 70821

**19. What's the difference between objecting and excluding myself from the settlement?**

Objecting simply means telling the Court that you don't like something about the settlement. You

can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 20. When and where will the Court hold a hearing on the fairness of the settlement?

The Court will hold the Final Fairness Hearing, at **1:30 p.m.** on **July 10, 2025**, at the Courthouse located at 10 North Tucker Blvd., St. Louis, Missouri 63101. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Class Representatives.

The location, date and time of the Final Fairness Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, [www.SettlementNavvis.com](http://www.SettlementNavvis.com). You should check the Settlement Website to confirm the date and time have not been changed.

### 21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was submitted on time and meets the other criteria described in the settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

### 22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must submit an objection according to the instructions in Question 17, including all the information required. Your objection must be emailed or mailed to the Settlement Administrator postmarked (or dated for emails) **no later than June 6, 2025**.

## GETTING MORE INFORMATION

### 23. Where can I get additional information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at [www.SettlementNavvis.com](http://www.SettlementNavvis.com) or by writing to P.O. Box 4285, Baton Rouge, LA 70821.

### 24. How do I get more information?

Go to [www.SettlementNavvis.com](http://www.SettlementNavvis.com), call 1-888-379-3895, email [info@settlementnavvis.com](mailto:info@settlementnavvis.com) or write to P.O. Box 4285, Baton Rouge, LA 70821.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE,  
OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS  
PROCESS.**