

## **NOTICE OF CLASS ACTION SETTLEMENT**

### **If Your Personal Information Was Potentially Impacted In The Balance Autism Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

*This is not a solicitation from a lawyer, junk mail, or an advertisement.*

*A court authorized this Notice.*

This notice summarizes the settlement reached in a lawsuit entitled *Bennett v. Balance Autism*, Case No. CVCV069538, pending in the Iowa District Court for Polk County (the “Action”). For the precise terms of the settlement, please see the Settlement Agreement available at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com) or by contacting the Settlement Administrator at (833) 908-9340.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the Action and claims being settled, your legal rights,  
and the benefits to the Settlement Class.**

**This notice may affect your rights – please read it carefully.**

- A Settlement has been reached in a class action lawsuit filed against Balance Autism (the “Defendant”) regarding a cybersecurity incident that began on or around March 11, 2025.
- Class Members are eligible to receive the following relief: (1) up to \$400 in reimbursement for unreimbursed, documented out-of-pocket expenses resulting from the Data Incident (“Ordinary Losses”); (2) up to 4 hours of Lost Time, at \$20.00/hour of time spent in response to the Data Incident; (3) up to \$4,000 in documented, unreimbursed losses arising out of or related to identity theft, fraud, or other misuse (“Extraordinary Losses”); (4) two years of one-bureau credit monitoring with at least \$1,000,000.00 in fraud insurance; or (5) in the alternative to compensation for Ordinary Losses, Extraordinary Losses, and/or Lost Time, Settlement Class Members can elect to make a Claim for a \$50 Cash Payment. To receive any of these benefits, Class Members must submit a timely and valid Claim Form.
- Your legal rights are affected regardless of whether you act or do not act. Please read this Notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is <b>JUNE 1, 2026</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b>	This is the only option that allows you to ever bring or join another Action raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this Settlement. The deadline to exclude yourself from the Settlement is <b>MAY 1, 2026</b> .
<b>OBJECT TO THE SETTLEMENT</b>	You may write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the Settlement you don’t like or you don’t think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the procedures stated in the Settlement Agreement. The deadline to object to the Settlement is <b>MAY 1, 2026</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the Settlement you cannot object.) The Final Approval Hearing will be held on <b>JUNE 12, 2026</b> , at 9:00 am.
<b>DO NOTHING</b>	If you do nothing you will not receive any payment or free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com).
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. No settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes Final.

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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 Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the settlement. This Notice explains the Action, the settlement, and your legal rights.

Andrea Bennett (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (defined below) brought a lawsuit against Balance Autism (“Defendant”), in the case of *Bennett v. Balance Autism*, Case No. CVCV069538, pending in the Iowa District Court for Polk County. Defendant and Plaintiff are collectively referred to herein as the “Parties.”

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

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Settlement Class is defined as:

All persons residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.

## THE CLAIMS IN THE ACTION AND THE SETTLEMENT

### 3. What is this Action about?

Plaintiff alleges that on or around March 11, 2025, Defendant was affected by a cybersecurity incident that impacted the personal information of Plaintiff and others similarly situated. Defendant denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Action. The Court has not determined whether Plaintiff or Defendant are correct. More information about the Class Action Complaint filed in the Action can be found on the Settlement Website at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com).

### 4. Why is there a Settlement?

Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Action, including all claims Plaintiff and the Settlement Class Members have or may have had against Defendant and related persons and entities. The Parties agreed to this settlement, and dismissal of the Action under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Plaintiff and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Action is without merit.

## WHO’S INCLUDED IN THE SETTLEMENT?

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

This Action involves personal information stored by Defendant that was potentially impacted by unauthorized entities in a cyberattack against Defendant’s computer systems, which began on or around March 11, 2025 (“Data Incident”).

The Plaintiff and Defendant will ask the Court to certify a Settlement Class defined as “all individuals residing in the United States whose Personal Information was potentially impacted in the Data Incident affecting Balance Autism in March 2025, including all those who received notice of the Data Incident.” Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case 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 criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

## THE SETTLEMENT BENEFITS

### 6. What benefits does the settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

**Credit Monitoring:** Participating Settlement Class Members are eligible for two (2) years of one-bureau credit monitoring with at least \$1,000,000 in identity theft protection insurance. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

**Documented Ordinary Loss Reimbursement:** Participating Settlement Class Members are eligible for reimbursement of Ordinary Losses, not to exceed \$400 per Settlement Class Member, resulting from unreimbursed, third-party documented, out-of-pocket expenses that were incurred as a result of the Data Incident. Eligible Ordinary Losses include, without limitation and by way of example, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Ordinary Loss claim. This can include receipts or other documentation, not "self-prepared" by the claimant, that shows the costs incurred.

**Lost Time Reimbursement:** All Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of Lost Time actually spent responding to issues raised by the Data Incident if at least one full hour was spent dealing with the Data Incident (calculated at the rate of \$20 per hour to a maximum of \$80 per person). To receive this benefit, Settlement Class Members must submit a valid Claim Form identifying the activities engaged in and the time spent on each such activity and provide attestation, under penalty of perjury, on the Claim Form that the activities they performed were related to the Data Incident. Claims for Lost Time are subject to the \$400.00 cap for Ordinary Losses.

**Documented Extraordinary Loss Reimbursement:** Participating Settlement Class Members are eligible for reimbursement of Extraordinary Losses, not to exceed \$4,000 per Settlement Class Member, arising out of or related to actual fraud or identity theft and: (i) the loss is an actual, documented, and unreimbursed monetary loss stemming from fraud or identity theft; (ii) the submitted documentation is not "self-prepared" by the claimant. "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; (iii) loss from fraud or identity theft was more likely than not caused by the Data Incident; (iv) the loss was incurred after March 11, 2025 and before the Claims Period Deadline; (v) the loss is not already covered by the Ordinary Loss or Lost Time categories; (vi) the Participating Settlement Class Member 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; and (vii) a legal guardian for a Participating Settlement Class Member who is under the age of eighteen (18) at the time of claim submission may submit a Minor Claim Form seeking reimbursement of Extraordinary Losses on the minor's behalf. To receive this benefit, Settlement Class Members must submit a valid Claim Form and third-party documentation supporting their Extraordinary Loss claim. This can include receipts or other documentation, not "self-prepared" by the claimant, that shows the costs incurred.

**Alternative Cash Payment:** Participating Settlement Class Members are eligible to receive a cash payment of \$50 as an alternative to claiming any other Settlement Benefit (except Credit Monitoring). If a Settlement Class Member claims the Alternative Cash Payment, they cannot also receive compensation for Ordinary Losses, Lost Time, or Extraordinary Losses. They can receive the Credit Monitoring benefit. To receive this benefit, Settlement Class Members must submit a valid Claim Form. No documentation is required to make a claim.

If total of the monetary benefits claimed by Settlement Class Members exceeds \$290,000.00, they will be *pro rata* decreased.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com) or by USPS mail. Claim Forms are available through the Settlement Website at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com) or Settlement Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID, you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before JUNE 1, 2026.**

### 8. When will I get my payment?

The Final Approval Hearing is when the Court considers the fairness of the settlement. It is scheduled for **JUNE 12, 2026, at 9:00 am**. If the Court approves the settlement, eligible Class Members whose Claims were approved by the Settlement Administrator will be sent payment after the Effective Date.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed Raina C. Borrelli of Strauss Borrelli PLLC as “Settlement Class Counsel.”

#### Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. This firm is experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

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

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses of not more than \$125,000.00, which will be paid by Defendant. Class Counsel will also request a Service Award of up to \$2,500.00 for the Plaintiff, to be paid by Defendant. 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 award to the Plaintiff. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

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

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com) for full details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims, but you will not be able to make a claim for any benefits under the Settlement.

“Released Claims” means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s information security policies and practices, or Defendant’s maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com) or in the public Court records on file in this Action. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can talk to your own lawyer at your own expense.

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

If you do nothing, you will not receive any payment or free Credit Monitoring Services 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 and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file an Action or be part of any other Action against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

## **13. What happens if I ask to be excluded from the settlement?**

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Action or the terms of the Settlement Agreement, including the Release.

## **14. How do I opt-out of the settlement?**

You can opt-out of the settlement by submitting a written Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. You must submit a document that includes the name of the proceeding, your full name, current address, personal and original signature, and the words "Request for Exclusion" or a comparable statement that you do not wish to participate in the settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the Settlement Agreement will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your written Request for Exclusion to the Settlement Administrator by mail postmarked no later than **MAY 1, 2026**, to the following address:

Balance Autism Data Settlement  
ATTN: Exclusions  
P.O. Box 2007  
Chanhassen, MN 55317-2007

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

## **15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

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

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any settlement payment or free Credit Monitoring Services.

## **17. How do I object to the settlement?**

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Settlement Class Counsel's request for attorneys' fees, costs, and a service award for the Plaintiff. Even if you object to the settlement, you remain a member of the Settlement Class and are entitled to file a claim for benefits under the Settlement.

To object, you must file a written notice with the Court in *Bennett v. Balance Autism*, Case No. CVCV069538, Iowa District Court for Polk County by **MAY 1, 2026**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Clerk of the Court, at the following address:

Clerk of Court  
500 Mulberry Street  
Room 212  
Des Moines, IA 50309

The objection must be in writing and include the case name, *Bennett v. Balance Autism*, Case No. CVCV069538, Iowa District Court for Polk County. Your objection must include: (i) the name of the Action; (ii) the Settlement Class Member’s full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to the Settlement Administrator, Settlement Class Counsel, and Defendant’s Counsel at the addresses listed below, postmarked no later than **MAY 1, 2026**:

<b>Class Counsel</b>	<b>Defense Counsel</b>	<b>Settlement Administrator</b>
Raina C. Borrelli STRAUSS BORRELLI PLLC 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611 raina@straussborrelli.com	Jordan O’Donnell MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333 jsodonnell@mullen.law	Balance Autism Data Settlement c/o Claims Administrator PO Box 2007 Chanhausen, MN 55317-2007 info@BalanceDataSettlement.com

## 18. What’s the difference between objecting and excluding myself from the settlement?

Objecting means that you are telling the Court that you don’t like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object.

## THE COURT’S FINAL APPROVAL HEARING

## 19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?

The Court will hold the Final Approval Hearing on **JUNE 12, 2026, at 9:00 am** via Zoom. 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 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 Award payment to the Plaintiff.

**Note:** The date, time, and location (e.g., from in person to zoom) of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted on the Settlement Website, [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com), or through the Court’s publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

## **20. Do I have to come to the hearing?**

No. Settlement 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. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

## **21. May I speak at the Final Approval Hearing?**

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

### **GETTING MORE INFORMATION**

## **22. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at [www.BalanceDataSettlement.com](http://www.BalanceDataSettlement.com).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT  
[WWW.BALANCEDATASETTLEMENT.COM](http://WWW.BALANCEDATASETTLEMENT.COM),  
BY CALLING TOLL-FREE AT (833) 908-9340, OR WRITING TO:

Balance Autism Data Settlement  
c/o Claims Administrator  
PO Box 2007  
Chanhassen, MN 55317-2007

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