

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Zenith American Solutions, Inc. Notified You Of A 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 proposed settlement reached in a lawsuit entitled *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568 pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the “Lawsuit” or “Action”). For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.ZenithDataIncidentSettlement.com or by contacting the Settlement Administrator at (866) 455-1359.

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 Lawsuit and claims being settled, your legal rights, and the benefits available to the Settlement Class.

This Notice may affect your rights – please read it carefully.

- A Settlement has been reached in the class action lawsuit against Zenith American Solutions, Inc. (“Zenith” or “Defendant”). The Lawsuit alleges that Zenith was the victim of a data security incident, discovered on or about September 6, 2024, involving unauthorized access to a single employee email account, as a result of which certain files containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by an unauthorized third party (the “Data Incident”). Zenith denies any wrongdoing, and the Settlement is not an admission of wrongdoing or an indication that Zenith violated any laws. The Court has not decided who is right.
- If you received this Notice, you have been identified as part of the Settlement Class. The Settlement Class is made up of all individuals residing in the United States who were sent a notice from Zenith that their Private Information may have been accessed in the Data Incident. Some limited exclusions apply and are described in Question 1 below.
- Under the Settlement, Settlement Class Members who submit a Valid Claim may elect either of the following Cash Payments: (a) **Cash Payment A – Documented Losses:** up to \$2,500.00 for documented, unreimbursed losses relating to fraud and/or identity theft as a result of the Data Incident; or (b) **Cash Payment B – Alternate Cash:** a \$45.00 cash payment, available exclusively to Settlement Class Members whose Social Security number may have been disclosed in the Data Incident, subject to an aggregate cap of \$40,000.00 (with *pro rata* reduction if claims exceed the cap).
- In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete credit monitoring by using the activation code provided on their Postcard Notice. **No Claim Form is required to receive Credit Monitoring.**

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT

Submit a Claim	You must submit a valid Claim Form to get a Cash Payment from this Settlement. Claim Forms must be submitted online or, if mailed, postmarked no later than SEPTEMBER 25, 2026 . You do not need to submit a Claim Form to receive Credit Monitoring; an activation code is provided on your Postcard Notice.
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue about the claims in this case and you will not get a Cash Payment.
Exclude Yourself	Get out of the Settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue Zenith American Solutions, Inc. about the claims in this Lawsuit. Your request to exclude yourself must be postmarked no later than SEPTEMBER 11, 2026 .
File an Objection	Stay in the Settlement, but tell the Court why you think the Settlement should not be approved. Objections must be filed with the Court and mailed no later than SEPTEMBER 11, 2026 .
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. See Question 19 for more details. The Final Approval Hearing is scheduled for OCTOBER 12, 2026 , at 9:30 a.m. at Broward County Courthouse, 201 SE 6th Street, Courtroom WW16150, Fort Lauderdale, FL 33301.

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BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you are an individual residing in the United States who was sent a notice from Zenith American Solutions, Inc. that your Private Information may have been accessed in the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) all Settlement Class Members who timely and properly opt-out of the Settlement.

2. What is this case about?

This case is known as *David Black, et al. v. Zenith American Solutions, Inc.*, Case No. CACE-26-009568, pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The people who sued, David Black, Dahlia Rogers, and Mishael Wylie, are called the "Plaintiffs," and the company being sued, Zenith American Solutions, Inc., is called the "Defendant."

Zenith provides benefit administration services to health plans, Taft-Hartley funds, and other organizations. In the regular course of its business, Zenith collects and maintains individuals' Private Information. On September 6, 2024, Zenith discovered that an unauthorized third party had gained access to a single employee email account and began an investigation. As a result of the investigation, Zenith determined that certain files within that email account containing the Private Information of approximately 11,029 individuals may have been accessed or acquired by a third party. The categories of information that may have been involved include, as applicable to a given Settlement Class Member, name, date of birth, Social Security number, birth certificate, marriage certificate, and/or financial account information. On or about January 30, 2025, Zenith sent notification letters to potentially impacted individuals.

Plaintiffs filed the Lawsuit on behalf of themselves and all others similarly situated, alleging claims against Defendant for negligence, negligence per se, breach of implied contract, invasion of privacy, and unjust enrichment relating to the Data Incident. Defendant denies any wrongdoing and denies the claims alleged in the Lawsuit. The Court has not decided in favor of the Plaintiffs or the Defendant.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, risk, delay, disruption, and uncertainty of continued litigation. The Plaintiffs, the Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests of Settlement Class Members. The Court did not decide in favor of the Plaintiffs or the Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at www.ZenithDataIncidentSettlement.com.

4. Why is this a class action?

In a class action, one or more people called "Class Representatives" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

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

You are included in the Settlement if you are an individual residing in the United States who was sent a notice from Zenith that your Private Information may have been accessed in the Data Incident, and you are not within one of the exclusions described in Question 1. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit www.ZenithDataIncidentSettlement.com, call toll-free at (866) 455-1359, or write to:

Zenith American Solutions Data Incident
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen, MN 55317-2006

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members. Settlement Class Members who submit a Valid Claim must choose **either** Cash Payment A or Cash Payment B — not both.

Cash Payment A – Documented Losses: All Settlement Class Members are eligible to submit a Claim for up to \$2,500.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. To qualify: (i) the loss must be an actual, documented, and unreimbursed monetary loss; (ii) the loss must have been more likely than not caused by the Data Incident; and (iii) the loss must have been incurred after the date of the Data Incident. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted documentation. Settlement Class Members will not be reimbursed for expenses that have been reimbursed by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If you do not submit reasonable documentation supporting a loss, or your Claim is rejected and you fail to cure it, your timely Claim will be treated as if you elected Cash Payment B.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A, Settlement Class Members whose Social Security number may have been disclosed in the Data Incident may elect to receive a cash payment of \$45.00. No documentation is required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class and eligibility for this benefit. Defendant will not be liable for more than \$40,000.00 in total for Cash Payment B; if Valid Claims for Cash Payment B exceed \$40,000.00, the amount of each payment will be reduced on a *pro rata* basis. A Settlement Class Member who elects Cash Payment B may not also submit a claim for Cash Payment A.

Credit Monitoring: In addition to a Cash Payment, all Settlement Class Members are entitled to receive one year of CyEx Financial Shield Complete by using the activation code provided on their Postcard Notice. Settlement Class Members may activate this benefit directly through CyEx using that code. **No Claim Form submission is required to receive Credit Monitoring.**

Defendant will also pay all Settlement Administration Costs and any Court-awarded attorneys' fees, costs, and Service Awards, separate from and in addition to the Settlement Class Member Benefits described above.

7. How do I submit a Claim?

You must submit a Claim Form to get a Cash Payment from the proposed Settlement. All Claims will be reviewed by the Settlement Administrator. Claim Forms must be submitted online at www.ZenithDataIncidentSettlement.com by 11:59 p.m. Eastern time on **SEPTEMBER 25, 2026**, or mailed to the Settlement Administrator and postmarked no later than **SEPTEMBER 25, 2026**. You can submit an online Claim Form or download a Claim Form at www.ZenithDataIncidentSettlement.com, or you can call the Settlement Administrator toll-free at (866) 455-1359 to have a Claim Form mailed to you. A tear-off Claim Form is also attached to the Postcard Notice.

Your Claim Form must be fully and truthfully completed and signed (physically or by e-signature) by you personally, subject to the penalty of perjury. The Settlement Administrator may require additional information to validate your Claim. If your Claim is incomplete, the Settlement Administrator may send you a Notice of Deficiency; you will have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent, whichever is later, to provide the required information.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but upon the Effective Date you (and the other Releasing Parties) will fully, finally, and forever release, acquit, relinquish, and completely discharge the Released Parties from any and all Released Claims. "Released Claims" means:

any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory, regulatory, or common law, or any other law, rule, or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, the Data Incident, the allegations in the Action, the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act that were or could have been alleged in the Action, including but not limited to any claims that were asserted or could have been asserted in the Action; provided, however, that Released Claims do not include claims to enforce the Settlement Agreement or claims for personal bodily injury unrelated to the Data Incident.

“Released Parties” means:

Defendant and each entity that is controlled by, controlling, or under common control with Defendant, and each of their respective past, present, and future direct and indirect parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, investors, owners, shareholders, members, partners, insurers, reinsurers, excess insurers, officers, directors, employees, agents, servants, representatives, administrators, fiduciaries, trustees, attorneys, accountants, auditors, consultants, vendors, contractors, and any employee benefit plans administered by or on behalf of Defendant, together with each of their respective heirs, executors, administrators, and legal representatives.

The Released Claims include, but are not limited to, any state law or common law claims arising out of or relating to the Data Incident, such as claims under the Florida Information Protection Act, Fla. Stat. § 501.171, the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201 *et seq.*, or any other applicable federal, state, or local statute, regulation, or common law. The Settlement Agreement, which includes all provisions and definitions concerning the settled claims, the Releases, and the Released Parties, is available at www.ZenithDataIncidentSettlement.com.

The only way to keep your right to sue is to exclude yourself (*see* Question 10); otherwise, you will be included in the Settlement Class and, if the Settlement is approved, you give up the right to sue for the claims this Settlement resolves.

9. Will the Class Representatives receive compensation?

Class Counsel, on behalf of the Class Representatives (Plaintiffs David Black, Dahlia Rogers, and Mishael Wylie), may seek Service Awards of up to \$1,500.00 each, subject to Court approval. Service Awards are paid by Defendant separate from the Settlement Class Member Benefits. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

EXCLUDING YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you may opt-out by mailing a request to opt-out to the Settlement Administrator postmarked no later than **SEPTEMBER 11, 2026**. The opt-out request must be personally signed by you and contain your name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted.

Your written request for exclusion must be postmarked no later than **SEPTEMBER 11, 2026** and mailed to:

Zenith Data Incident Settlement
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen MN 55317-2006

If you exclude yourself, you will not be able to receive any Cash Payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in the Lawsuit, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, upon the Effective Date you forever give up the right to sue the Released Parties (described in Question 8) for the claims this Settlement resolves. Any Settlement Class Member who does not timely and validly request to opt-out will be bound by the terms of the Settlement even if that Settlement Class Member does not submit a Valid Claim.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it. You will not get a Cash Payment from the Settlement, and you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against the Released Parties (described in Question 8) about the settled claims in this case at any time. You will, however, remain entitled to activate the Credit Monitoring using the code provided on your Postcard Notice.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has been asked to appoint Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC as “Class Counsel” to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense, and you may enter an appearance through your own attorney.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys’ fees and costs of \$185,000, to be paid by or on behalf of Defendant separate from Defendant’s obligation to pay the Settlement Administration Costs and the Settlement Class Member Benefits. The Application for Attorneys’ Fees, Costs, and Service Awards will be posted on the Settlement Website, www.ZenithDataIncidentSettlement.com, before the Final Approval Hearing. The Court will make the final decision as to the amounts to be paid and may award less than the amount requested.

OBJECTING TO THE SETTLEMENT

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

If you do not exclude yourself, you may object to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator, no later than **SEPTEMBER 11, 2026**. For an objection to be considered by the Court, the objection must set forth:

- The objector’s full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- The number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;

- The identity of all counsel (if any) who represent the objector, 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, and whether they will appear at the Final Approval Hearing;
- The number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- The objector's signature (an attorney's signature is not sufficient).

Objections must be filed with the Court at:

Clerk of Court
17th Judicial Circuit
Broward County, Florida
201 SE 6th Street
Fort Lauderdale, FL 33301

and mailed to each of the following:

Class Counsel	Defense Counsel	Settlement Administrator
Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes MILBERG PLLC 333 SE 2nd Avenue Suite 2000 Miami, FL 33131	Allen Sattler CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 2029 Century Park East, Suite 1100 Los Angeles, CA 90067 Rob Yang CONSTANGY, BROOKS, SMITH & PROPHETE, LLP 601 Montgomery Street Suite 350 San Francisco, CA 94111	Zenith Data Incident Settlement c/o Analytics Consulting LLC PO Box 2006 Chanhassen, MN 55317-2006

An objection submitted by mail is deemed submitted when posted if received with a postmark date on the envelope, if mailed first-class postage prepaid and properly addressed. An objection submitted by private courier (e.g., Federal Express) is deemed submitted on the shipping date reflected on the shipping label. Any Settlement Class Member who fails to comply with each and every requirement for objections will waive and forfeit any and all rights to appear separately and/or to object, and will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the Action.

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement, and the objection will be overruled for lack of standing.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on October 12, 2026, at 9:30 a.m. at Broward County Courthouse, 201 SE 6th Street, Courtroom WW16150, Fort Lauderdale, FL 33301. The hearing may be moved to a different date or time without additional notice to the Settlement Class, so it is recommended that you periodically check www.ZenithDataIncidentSettlement.com for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Application for Attorneys' Fees, Costs, and Service Awards.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes, in the Court's discretion. The Court may hear argument at the Final Approval Hearing from Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector submitted a timely objection that meets all of the requirements listed in Question 15, including the statement confirming whether the objector intends to personally appear and/or testify at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get a Cash Payment from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Parties described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This Notice is only a summary of the proposed Settlement. If you want additional information about this Lawsuit, including a copy of the Settlement Agreement, the Preliminary Approval Order, the Long Form Notice, the Claim Form, the Motion for Final Approval, and the Application for Attorneys' Fees, Costs, and Service Awards, please visit www.ZenithDataIncidentSettlement.com or call (866) 455-1359. You may also contact the Settlement Administrator at:

Zenith Data Incident Settlement
c/o Analytics Consulting LLC
PO Box 2006
Chanhassen MN 55317-2006

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, THE DEFENDANT, OR DEFENDANT'S COUNSEL.