

# **If you were notified by AllCare Pharmacy about a September 2023 Data Security Incident, you may be entitled to a Cash Payment.**

***Crystal-Gannon et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy***  
**Pulaski County Circuit Court of Arkansas, Civil Division**  
**Case No. 60CV-24-3329**

*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 W.P. Malone, Inc. d/b/a AllCare Pharmacy, (“AllCare” or “Defendant”) regarding a cybersecurity that resulted in an unauthorized user gaining access to AllCare systems and discovered by AllCare on or around September 21, 2023 (the “Data Incident”).
- You are a “Class Member” if your personal information was accessed in the Data Incident and you received notice or a letter regarding the incident.
- All class Members can enroll in two years of credit monitoring. In addition, Defendants have agreed to pay up to \$300,000 for cash payments as follows: (a) payment for documented ordinary losses up to \$150, including lost time at a rate of \$25/hour for up to three hours (or \$75 total); (b) payment for documented extraordinary losses up to \$1,000; or (c) an Alternative Cash Payment in the amount of \$50, subject to a pro rata adjustment based upon the total number of valid claims.

**This Notice may affect your rights. Please read it carefully.**

<b>Your Legal Rights and Options</b>		<b>Deadline</b>
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendants over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment or other benefit. Claims must be submitted by <b>January 26, 2026</b> .	<b>January 26, 2026</b>
<b>EXCLUDE YOURSELF</b>	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Defendants, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendants for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	<b>February 9, 2026</b>
<b>OBJECT</b>	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	<b>February 9, 2026</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed 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 Cathleen Compton of the Pulaski County Circuit Court of Arkansas, Civil Division is overseeing this class action. The case is known as *Gannon, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy*, Case No. 60CV-24-3329 (the “Action”). The people who filed this lawsuit are referred to as the “Plaintiffs” or “Class Representatives,” and the entities sued, W.P. Malone, Inc. d/b/a AllCare Pharmacy are referred to as “Defendants.”

### 2. What is this lawsuit about?

The Action arises from a data security incident. On or around September 21, 2023, AllCare discovered that a cybercriminal accessed information on its network. Defendants mailed and published notice of the Data Incident to Class Members.

Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. Defendants deny all other claims made in the Action. By entering into the Settlement, Defendants are not admitting any wrongdoing.

### 3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

### 4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs’ or Defendants’ favor. Instead, Plaintiffs and Defendants agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continued Action, and the nature of the defenses raised by Defendants.

## 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 your personal information was potentially involved in the Data Incident discovered in September 2023. Defendants previously mailed notice of the Data Incident to Class Members. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at 1-888-271-1182 or by emailing [AllCareDataBreach@cptgroup.com](mailto:AllCareDataBreach@cptgroup.com).

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

Yes. Excluded from the Settlement Class are (i) Defendants and its counsel (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.

## 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.AllCareDataBreach.com](http://www.AllCareDataBreach.com) or call the Settlement Administrator's toll-free number at 1-888-271-1182 or by emailing [AllCareDataBreach@cptgroup.com](mailto:AllCareDataBreach@cptgroup.com).

# THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

## 8. What does the Settlement provide?

By submitting a valid and timely claim for one or more benefits using the Claim Form, you are eligible to receive Credit Monitoring Services and a Cash Payment.

**Credit Monitoring Services:** All Settlement Class Members may enroll in two (2) years of Credit Monitoring, including at least \$1,000,000.00 in identity theft protection insurance. Instructions for enrollment will be provided once the Settlement is finally approved.

### Cash Payment Options:

**Claims for Ordinary Losses:** You may submit a timely and valid Claim Form and must provide supporting documentation showing that you spent money or incurred losses fairly traceable to the Data Incident for up to \$150 per person. A legal guardian for a 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 Ordinary Losses on the minor's behalf.

Examples of ordinary losses include: (i) out of pocket expenses actually incurred as a result of the Data Incident, and that are unreimbursed losses relating to fraud or identity theft; Lost Time; 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. (ii) Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident

Examples of supporting documentation include: (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.

**Claims for Lost Time:** Settlement Class Members with time spent remedying issues related to the Data Incident may receive reimbursement of \$25 per hour up to three (3) hours (for a total of \$75). Claims made for Lost Time must be combined with reimbursement for Ordinary Losses, subject to the \$150 cap.

**Claims Extraordinary Losses:** You may submit a timely and valid Claim Form for extraordinary losses for up to \$1,000 per person if the extraordinary loss meets the following conditions (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) the loss from fraud or identity theft was more likely than not caused by the Data Incident, (iv) the loss was incurred after September 21, 2023 and before the Claims Deadline, (v) the loss is not already covered by the Ordinary Loss or Lost Time categories, and (vi) 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. A legal guardian for a 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.

**Alternative Cash Payment:** As an alternative to filing a claim for Ordinary Losses, Lost Time, and Extraordinary Losses, you can elect to make a claim for a \$50.00 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment will be decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. Do I need to submit a claim?

If you would like to receive a cash payment under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendants about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

### 10. How do I submit a claim for the cash payment?

To receive a Cash Payment, you must submit a valid and timely Claim Form to the Settlement Administrator by **January 26, 2026**. You will need your name, address, telephone number, and email address, if applicable, and CPT ID provided in the Postcard Notice sent to you, to file a Claim Form.

Claim Forms can be submitted by mail or online at [www.AllCareDataBreach.com](http://www.AllCareDataBreach.com). If by mail, the Claim Form must be **postmarked by January 26, 2026**. You may request a Claim Form be mailed to you by calling 1-888-271-1182 or by writing to:

*Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[AllCareDataBreach@cptgroup.com](mailto:AllCareDataBreach@cptgroup.com)

### 11. What am I giving up so as to receive the Cash Payment or to stay in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendants and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

## 12. What are the Released Claims?

The Settlement Agreement in Section 66 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.AllCareDataBreach.com](http://www.AllCareDataBreach.com), in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

## 13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Postcard Notice, 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:

*Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[AllCareDataBreach@cptgroup.com](mailto:AllCareDataBreach@cptgroup.com)

## 14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid Claim Form, payment 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.AllCareDataBreach.com](http://www.AllCareDataBreach.com) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

## THE LAWYERS REPRESENTING YOU

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

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607 and Raina C. Borrelli of Strauss Borrelli PLLC, 980 N. Michigan Avenue, Suite 1610, Chicago, IL 60611 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 the Action.

## 16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs not to exceed \$200,000. They will also ask the Court to approve service awards not to exceed \$3,000.00 to each Plaintiff for their service to the Action and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid by Defendant. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at [www.AllCareDataBreach.com](http://www.AllCareDataBreach.com) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

## OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendants on your own based on the claims raised in the Action 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.

### 17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail a written notice of intent to opt-out, also referred to as a “Request for Exclusion” in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone.

The opt-out request must be postmarked by the United States Postal Service and sent to the Settlement Administrator at the following address by February 9, 2026:

*Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

### 18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a Claim Form.

### 19. If I do not opt out, can I sue the Defendants for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendants and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Action to start your own lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

## OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys’ fees, costs and service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys’ fees, costs and service awards. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than February 9, 2026, stating you object to the Settlement.

The objection must include all the following additional information:

- 1) Your full name, current address, current telephone number, and any email address;
- 2) The case name and number — *Gannon, et al. vs W.P. Malone, Inc. d/b/a AllCare Pharmacy*, Case No. 60cv-24-3329;
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your Postcard Notice, copy of the original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);

- 4) A written statement of the position you wish to assert, including the legal and factual grounds for the position;
- 5) Copies of any other documents you wish to submit in support of your position;
- 6) The identity of any and all counsel representing you in connection with the objection;
- 7) A statement whether you or your counsel request to appear at the Final Approval Hearing; and
- 8) Your signature or the signature of your duly authorized attorney or any other duly authorized representative representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be emailed to or mailed, postmarked by the United States Postal Service no later than February 9, 2026, to the Settlement Administrator at the following address:

*Gannon vs. W.P. Malone, Inc. dba AllCare Pharmacy*  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
AllCareDataBreach@cptgroup.com

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 56 of the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

#### 21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees, service awards, 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

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

The Court will hold a Final Approval Hearing on February 10, 2026, at 9:00 a.m., before Judge Cathleen Compton at the 401 West Markham, Room 330, Little Rock, AR 72201.

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 attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.AllCareDataBreach.com](http://www.AllCareDataBreach.com).

#### 23. 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 send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

#### 24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. 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 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

### IF YOU DO NOTHING

#### 25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendants or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

### GETTING MORE INFORMATION

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

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.AllCareDataBreach.com](http://www.AllCareDataBreach.com), by calling 1-888-271-1182 or by writing to:

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c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623  
[AllCareDataBreach@cptgroup.com](mailto:AllCareDataBreach@cptgroup.com)

**PLEASE DO NOT TELEPHONE THE COURT OR ITS  
CLERK’S OFFICE REGARDING THIS NOTICE.**