

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

If you were an individual who was affected by the Eisner Advisory Data Incident discovered in September 2023, including but not limited to those who were sent a notice letter by Eisner concerning the Data Incident, you may be eligible for benefits from a class action Settlement.

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

- A Settlement has been reached in a class action lawsuit against EisnerAmper LLP and Eisner Advisory Group LLC (“Eisner” or “Defendants”) arising from the Action, which alleged claims for negligence, breach of third-party beneficiary contract, breach of implied contract, unjust enrichment, declaratory judgement, breach of fiduciary duty, breach of confidence, and violation of the California Consumer Privacy Act, Calif. Civil Code § 1798.100.
- You are included in the “Settlement Class” if you were impacted by the “Data Incident” affecting Eisner on or around September 4 through September 9, 2023, including but not limited to those were sent a notice letter by Eisner concerning the Data Incident.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will not receive benefits. You will also give up your rights to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement Agreement.
SUBMIT A CLAIM FORM	If you want to be eligible to receive benefits, you must submit a Claim Form. Claim Forms must be submitted electronically via the Settlement Website by October 9, 2026 , or postmarked no later than October 9, 2026 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you exclude yourself or “Opt Out”, you will not receive benefits. This is the only option that allows you to be part of any other lawsuit against the Defendant for the legal claims made in this case and released by the Settlement Agreement.
OBJECT TO THE SETTLEMENT	If you object, you must write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If the Court denies final approval, the Settlement will be void and the litigation will continue against the Defendant.

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BASIC INFORMATION

1. Why is Notice being provided?

The Court directed that Notice be provided because you have a right to know about a proposed Settlement that has been reached in a class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The case is titled *In re Eisner Advisory Group Data Breach Litigation*, pending in the United States District Court for the District of Minnesota (No. 0:25-cv-01409-LMP-DTS), and refers to any cause of action that was asserted, or could have been asserted, against Eisner relating to the Data Incident, by the New York Plaintiffs and the Minnesota Plaintiffs, individually and on behalf of the Settlement Class and/or the California Subclass. This is referred to as the “Action.” The people who filed the lawsuit are called Plaintiffs and the organization they sued, Eisner Amper LLP and Eisner Advisory Group LLC (“Eisner”), is called Defendants.

2. What is this lawsuit about?

Eisner determined that there was unauthorized access to a limited set of information between September 4, 2023, and September 9, 2023, and that personally identifiable information (“PII”) could have been subject to unauthorized access, including name, Social Security Number, financial account information, date of birth, medical information, and health insurance information.

The Amended Consolidated Class Action Complaint filed in the District of Minnesota by all Plaintiffs, alleged claims against Eisner for negligence, breach of third-party beneficiary contract, breach of fiduciary duty, breach of confidence, unjust enrichment, and violation of the California Consumer Privacy Act, Calif. Civil Code § 1798.100 (on behalf of Plaintiff Robert Crist and all other California citizens).

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this Action, Christopher Niosi, Ryan Hiatt, Andrew Marston, Robert Crist, Rebecca L. Lemmons, David Fallen, Chris Ouellette, Hannah Watzka and Timothy Rushing) sue on behalf of people who have similar claims. Together, all these people are called the Settlement Class. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Instead, the Plaintiffs negotiated a Settlement with the Defendant that allows them to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement includes all persons who were affected by the Data Incident, including but not limited to those who were sent a notice letter by Eisner concerning the Data Incident discovered in September of 2023.

A “California Subclass Member” means Settlement Class Members, as defined above, who reside in California.

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

Yes, the Settlement Class specifically excludes: (i) Eisner, any entity in which Eisner has a controlling interest, and Eisner’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff; (iii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iv) the attorneys representing the Settling Parties in the Action; and (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident, or who pleads nolo contendere to any such charge.

7. I am still not sure if I am included.

If you are still not sure whether you are included, call 1-888-808-5813, email admin@eisnerdatasettlement.com or visit www.eisnerdatasettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Defendant has agreed to pay a total of \$1,050,000 to settle the Action. The “Settlement Fund” will be used to resolve the claims of the Settlement Class, and to fund all relief to the Settlement Class as described herein, including the Notice and Administrative Expenses, Service Awards, and the Attorneys’ Fees and Expenses Award.

9. What can I get from the Settlement?

If you are a Settlement Class Member, you may file a claim to receive benefits from the Settlement Fund. The following benefits will be available to Settlement Class Members who submit valid and timely Claim Forms.

- a. Reimbursement of Documented Monetary Losses: Settlement Class Members may submit a Claim Form for reimbursement of documented monetary losses, fairly traceable to the Data Incident up to \$5,000 per Settlement Class Member (“Documented Monetary Losses”). To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident and will be required to submit reasonable third-party documentation. Documented Monetary Losses may include but are not limited to: (i) unreimbursed out-of-pocket credit monitoring costs that were incurred on or after September 4, 2023, through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or gasoline for local travel. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses from another source.
- b. Identity Theft Protection and Credit Monitoring: Settlement Class Members may submit a claim for two (2) years of single-bureau credit monitoring and at least \$1,000,000 of identity theft insurance. Settlement Class Members must affirmatively request Identity Theft Protection and Credit Monitoring by indicating such request on the Claim Form, and codes will be sent either to an email address or mailed to the address provided on the Claim Form.
- c. Pro Rata Cash Payment: Settlement Class Members may submit a claim for a Pro Rata Cash Payment estimated at \$100 per claimant. Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly.
- d. CCPA Payment: In addition to all other Settlement benefits, California Subclass Members may submit a claim for a \$50 cash payment for the CCPA claim they have brought as California residents against Eisner. The CCPA Payment may be *pro rata* decreased if insufficient funds remain following the payment of any Attorneys’ Fees and Expenses Award, any Service Awards, Costs of Claims Administration, claims for Documented Monetary Losses, and the costs for Identity Theft Protection and Credit Monitoring.
- e. Business Practice Enhancements: The Settling Parties agree that as part of the Settlement consideration, Eisner has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems (“Business Practice Changes”). Eisner will detail these business practice changes to Class Counsel in a confidential declaration.

HOW TO GET SETTLEMENT BENEFITS

10. How do I get Settlement benefits?

You must file a Settlement Claim within 90 days of the Notice Date to be eligible to receive benefits. Settlement Class Members may submit Claim Forms to the Settlement Administrator via return postcard, electronically via the Settlement Website or otherwise physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked no later **October 9, 2026**.

11. When will I get my benefits?

The Court will hold a Final Approval Hearing at 2:00 pm CDT on October 13, 2026, to determine whether the Settlement Agreement should receive Final Approval by the Court. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. Settlement benefits will be distributed after the Settlement is approved and becomes final.

12. What am I giving up to get Settlement benefits or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant and certain Released Parties for any claim related to the Action or released by the Settlement Agreement. You will be legally bound by all of the Court’s orders, as well as the “Released Claims,” below.

“Released Parties” means Defendants, Eisner Amper LLP, Lurie LLP, and any and all of their present, past, or future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, owners, and customers (“Released Entities”), and all of their direct or indirect heirs, executors, estates, affiliates, divisions, predecessors, successors, assigns, parents, or subsidiaries, owners, associates, employers, employees, agents, consultants, contractors, independent contractors, vendors, attorneys, accountants, clients, customers, insurers, their third-party administrators, coinsurers, reinsurers, as well as successors in interest, assigns, firms, trustees, trusts, corporations, officers, directors, general or limited partners of the aforementioned Released Entities, any Eisner managed entities, and any and all other entities in which Eisner has a controlling interest or that are affiliated with it, , and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Action.

13. What are the Released Claims?

“Released Claims” mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, without limitation, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, consumer protection statutes in effect in any states in the United States. violations of the California Consumer Privacy Act, Calif. Civil Code § 1798.100; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of third-party beneficiary contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action and/or the Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. More information about the Released Claims can be found in the Settlement Agreement and Release, available at www.eisnerdatasettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must individually sign and timely submit written notice of the intent to opt out to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person’s intent to be excluded from the Settlement Class.

The request must include: The individual’s full name, current address, telephone number, email address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

To be effective, all Requests for Exclusions must be postmarked no later than **September 9, 2026**, to:

In re Eisner Advisory Group Data Breach Litigation Settlement Administrator
P.O. Box 301132
Los Angeles, CA 90030-1132

15. If I exclude myself, can I still get benefits from the Settlement?

No. If you exclude yourself from the Settlement, you will not receive benefits because you will no longer be eligible for them.

16. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself from the Settlement), you give up any right to separately sue the Defendant or Released Parties for the claims released by the Settlement Agreement and Release.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Philip Krzeski of Chesnutt Cambronne PLLC, David Goodwin of Gustafson Gluek PLLC, Raina Borrelli of Strauss Borrelli PLLC, and William Federaman of Federman & Sherwood to represent you and other Settlement Class Members. These lawyers are called Class Counsel. 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.

18. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys’ fees of up to 1/3 of the Settlement Fund (\$350,000) plus reimbursement of reasonable out-of-pocket litigation expenses, as well as a \$2,500 Service Award for each of the Class Representatives. If approved, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file a written objection with the Court, and mail copies to Class Counsel, Defense Counsel, and the Settlement Administrator. Your objection must be filed and postmarked by **September 9, 2026**.

Your objection must include:

- 1) the objector's full name, address, telephone number, and email address;
- 2) 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 Data Incident);
- 3) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- 4) a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- 5) the identity of any and all counsel representing the objector in connection with the objection;
- 6) a statement as to whether the objector and/or his or her counsel will appear at the Final Approval Hearing;
- 7) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and
- 8) 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).

Your objection must be filed with the Court and copies must be mailed to Class Counsel, Defense Counsel and the Settlement Administrator using the addresses below.

Court	Class Counsel	Defense Counsel	Settlement Administrator
Warren E. Burger Federal Building and U.S. Courthouse, Courtroom 3A 316 Robert Street N. St. Paul, MN 55101	Philip Krzeski Chestnut Cambronne PLLC 100 Washington Avenue S., Suite 1700 Minneapolis, MN 55401 David Goodwin Gustafson Gluek PLLC Canadian Pacific Plaza 120 South 6 th Street Suite 2600 Minneapolis, MN 55402 Raina Borrelli Strauss Borrelli PLLC 980 N. Michigan Avenue Suite 1610 Chicago, IL 60611 William B. Federman Federman & Sherwood 10205 N. Pennsylvania Avenue. Oklahoma City, OK 73120	Claudia D. McCarron Jordan S. O'Donnell Mullen Coughlin LLC 426 W. Lancaster Avenue Suite 200 Devon, PA 19333 Ryan C. Ellis Lind, Jensen, Sullivan & Peterson 901 Marquette Avenue South, Suite 1900 Minneapolis, MN 55402	<i>In re Eisner Advisory Group Data Breach Litigation</i> Settlement Administrator P.O. Box 301132 Los Angeles, CA 90030-1132

20. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object because the Settlement no longer applies to you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 2:00 pm on October 13, 2026, to determine whether the Settlement Agreement should receive Final Approval by the Court at the Warren E. Burger Federal Building and U.S. Courthouse, Courtroom 3A, 316 Robert Street N., St. Paul, MN 55101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed objections and may also listen to people who have asked to speak at the hearing (*see* Question 23). The Court will also decide whether to approve payments of attorneys' fees, costs, and Service Awards.

22. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

23. May I speak at the Final Approval Hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 19 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement and you will be bound by the terms of the Settlement Agreement and Release if it is approved and becomes final. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or the Released Parties about the issues resolved by this Settlement and released by the Settlement Agreement.

GETTING MORE INFORMATION

25. How do I get more information?

More details are in the Settlement Agreement and Release, which is available at www.eisnerdatasettlement.com. You may also call 1-888-808-5813, email admin@eisnerdatasettlement.com, or write to the *In re Eisner Advisory Group Data Breach Litigation* Settlement Administrator, P.O. Box 301132, Los Angeles, CA 90030-1132.

Please do not call the Court or the Clerk of the Court for additional information.

They cannot answer any questions regarding the Settlement or the Action.