

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: MOVEIT CUSTOMER DATA
SECURITY BREACH LITIGATION

MDL No. 1:23-md-03083-ADB

This Document Relates To:
C.A. No. 1:23-cv-12711

STEPHEN GILMORE, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE BANK OF CANTON, and PROGRESS
SOFTWARE CORPORATION,

Defendants.

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (fka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Epiq recently rebranded Hilsoft Notifications as Epiq Legal Noticing. Epiq and Epiq Legal Noticing will hereinafter be referred to as “Epiq.”

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND
ADEQUACY OF NOTICE PROGRAM

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

5. This declaration describes the successful implementation of the Settlement notice program (“Notice Program”) and notices (the “Notice” or “Notices”) for *Gilmore v. The Bank of Canton*, Case No. 1:23-cv-12711 (the “Action”), which has been transferred to and coordinated with *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB, pending in the United States District Court for the District of Massachusetts. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Program* (“Notice Program Declaration”) on February 20, 2025, which described the Notice Program, detailed Epiq’s class action notice experience, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PROGRAM METHODOLOGY

6. Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Program satisfied these requirements.

7. This Notice Program was designed and implemented to reach the greatest practicable number of Settlement Class Members. The Notice Program’s individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 98.8% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process,

¹ Fed. R. Civ. P. 23(c)(2)(B).

including its “desire to actually inform” requirement.²

NOTICE PROGRAM DETAIL

8. On March 11, 2025, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order of Preliminary Approval* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes only, the following “Settlement Class”:

All current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident.

Excluded from the Settlement Class are (i) The Bank of Canton and The Bank of Canton’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List.

9. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date, and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class Members. This declaration also discusses the administration activity to date.

NOTICE PROGRAM

Individual Notice

10. On May 12, 2025, Epiq received one data file with 10,273 Settlement Class Member records, which included full names and last known addresses and/or email addresses, if either or both were available. Epiq de-duplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

10,180 unique, identified Settlement Class Member records. An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available and a Postcard Notice was sent via United States Postal Service (“USPS”) to all identified Settlement Class Members with an associated physical address for whom a valid email address was not available, or for whom the Email Notice was returned as undeliverable after several attempts.

Individual Notice – Email

11. On July 11, 2025, Epiq commenced sending 6,936 Email Notices to 6,921 identified Settlement Class Members for whom a valid email address was available. Some identified Settlement Class Member records had two or more valid email addresses and an Email Notice was sent to each valid email address. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and additional information about the Settlement. The Email Notice is included as **Attachment 1**.

12. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating the message was undeliverable for reasons such as an inactive or disabled

account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

13. On July 11, 2025, Epiq commenced sending 3,259 Postcard Notices to identified Settlement Class Members with an associated physical address for whom a valid email address was not available. Subsequently, on August 1, 2025, Epiq commenced sending 1,345 Postcard Notices to identified Settlement Class Members for whom an Email Notice was returned as undeliverable after several attempts. The Postcard Notice was sent via USPS first class mail. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 2**.

14. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure Settlement Class Member address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and were verified through Delivery Point Validation ("DPV") to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

15. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired ("Postal Forwards"). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example,

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address ("COA") records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices were promptly re-mailed. As of September 18, 2025, Epiq has re-mailed 107 Postcard Notices.

16. Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or other means. As of September 18, 2025, Epiq has mailed 25 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 3**. The Claim Form is included as **Attachment 4**.

Notice Results

17. As of September 18, 2025, an Email Notice and/or Postcard Notice was delivered to 10,059 of the 10,180 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 98.8% of the identified Settlement Class.

Settlement Website

18. On July 10, 2025, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.CantonSettlement.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, Complaint, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of September 18, 2025, there have been 2,038 unique visitor sessions to the Settlement Website, and 6,777 web pages have been presented.

Toll-Free Telephone Number

19. On July 10, 2025, a toll-free telephone number (1-888-884-3492) was established for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of September 18, 2025, there have been 116 calls to the toll-free telephone number representing 272 minutes of use.

20. A postal mailing address was established and continues to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

21. The deadline to request exclusion from the Settlement or to object to the Settlement was September 9, 2025. As of September 18, 2025, Epiq has received two requests for exclusion. Epiq will provide the Court with an exclusion report via a supplemental declaration submitted in advance of the Final Approval Hearing.

Claim Submission & Distribution Options

22. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail. Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital payment option is discouraged relative to other options.

23. The deadline for Settlement Class Members to file a Claim Form is October 9, 2025. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. Epiq will provide the Court with updated claims submission information via a supplemental declaration submitted in advance of the Final Approval Hearing.

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Reminder Notice

24. On August 29, 2025, Epiq commenced sending 5,481 Reminder Notices via email to Settlement Class Members for whom a valid email address was available and the initial Email Notice was not returned as undeliverable, and who have not yet filed a Claim Form or requested exclusion from the Settlement. The Reminder Notice is included as **Attachment 5**.

CONCLUSION

25. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, that the notice or notice program provide class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

26. The Notice Program included individual notice via email and/or mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 98.8% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁴ Here, we have developed and implemented a Notice Program that readily achieved a reach beyond the high end of that standard.

27. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize

⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

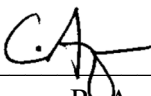
the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so.

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

28. The Notice Program provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

29. The Notice Program schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the Opt Out Deadline and Objection Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 18, 2025.



Cameron R. Azari, Esq.

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND
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Attachment 1

From: MOVEit - Gilmore v The Bank of Canton Settlement Administrator
<cantonsettlement@e.epiqnotice.com>

To: [REDACTED]

Subject: Important Information About a Class Action Settlement

File your claim for up to \$100 or more by October 9, 2025

Unique ID	PIN	Name
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

A Settlement has been proposed in a class action lawsuit against The Bank of Canton. The Settlement will resolve claims against The Bank of Canton related to a May 2023 cybersecurity incident experienced by Fiserv, a financial industry service provider, in which a criminal actor allegedly used a vulnerability in Progress Software's MOVEit file transfer application to access information in Fiserv's possession. The information allegedly included personally identifiable information ("PII") of customers of The Bank of Canton. The Bank of Canton denies any allegation of wrongdoing.

Who's Included? You are included in the Settlement as a "Settlement Class Member" because you have been identified as a person whose PII may have been accessed or exposed during the MOVEit Security Incident.

What does the Settlement provide? Under the Settlement, The Bank of Canton will pay \$300,000 into a Settlement Fund, which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and expenses. Settlement Class Members may submit a claim to receive either (a) a cash payment of \$100 or (b) reimbursement of ordinary losses up to \$2,500 and extraordinary losses up to \$10,000 (with sufficient documentation). The payments to Settlement Class Members who submit a valid claim are subject to pro rata adjustment based on the total number of claim submissions.

How do I get a Payment? You must complete and submit a Claim Form by **October 9, 2025**. Claim Forms may also be submitted online at

CantonSettlement.com or printed from the website and mailed to the address on the form.

What are my other options? If you do nothing, your rights will be affected, and you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **September 9, 2025**. Unless you exclude yourself, you won't be able to sue or continue to sue The Bank of Canton for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **September 9, 2025**. More information about these options is available at CantonSettlement.com.

The Final Approval Hearing. The Court will hold a Final Approval Hearing in this case (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)) on **October 21, 2025**. At the hearing, the Court will decide whether to approve the Settlement; Class Counsel's request for attorneys' fees and expenses; and a service award to the Settlement Class Representative (up to \$5,000 total). You or your lawyer may appear at the hearing at your own expense.

Questions? Go to CantonSettlement.com or call 1-888-884-3492.

If [REDACTED] should not be subscribed or if you need to change your subscription information for MOVEit Gilmore v The Bank of Canton, [please use this preferences page](#).

Attachment 2

MONET Gilmore v. Bank of Canton
Settlement Administrator
PO Box 4875
Portland, OR 97208-4875

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Notice of The Bank of Canton
Data Breach
Class Action Settlement

A Settlement has been proposed
in a class action lawsuit about
a data breach that potentially
compromised your personally
identifiable information.

Unique ID: [REDACTED]
PIN: [REDACTED]



A Settlement has been proposed in a class action lawsuit against The Bank of Canton. The Settlement will resolve claims against The Bank of Canton related to a May 2023 cybersecurity incident experienced by Fiserv, a financial industry service provider, in which a criminal actor allegedly used a vulnerability in Progress Software's MOVEit file transfer application to access information in Fiserv's possession. The information allegedly included personally identifiable information ("PII") of customers of The Bank of Canton. The Bank of Canton denies any allegation of wrongdoing.

Who's Included? You are included in the Settlement as a "Settlement Class Member" because you have been identified as a person whose PII may have been accessed or exposed during the MOVEit Security Incident.

What does the Settlement provide? Under the Settlement, The Bank of Canton will pay \$300,000 into a Settlement Fund, which will be used to pay all valid claims made by Settlement Class Members, notice and administration costs, service award, and attorneys' fees and expenses. Settlement Class Members may submit a claim to receive either (a) a cash payment of \$100 or (b) reimbursement of ordinary losses up to \$2,500 and extraordinary losses up to \$10,000 (with sufficient documentation). The payments to Settlement Class Members who submit a valid claim are subject to pro rata adjustment based on the total claim submission.

How do I get a Payment? You must complete and submit a Claim Form by **October 9, 2025**. Claim Forms may also be submitted online at CantonSettlement.com or printed from the website and mailed to the address on the form.

What are my other options? If you do nothing, your rights will be affected, and you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by **September 9, 2025**. Unless you exclude yourself, you won't be able to sue or continue to sue The Bank of Canton for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by **September 9, 2025**. More information about these options is available at CantonSettlement.com.

The Final Approval Hearing. The Court will hold a Final Approval Hearing in this case (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.)) on **October 21, 2025**. At the hearing, the Court will decide whether to approve the Settlement; Class Counsel's request for attorneys' fees and expenses; and a service award to the Settlement Class Representative (up to \$5,000 total). You or your lawyer may appear at the hearing at your own expense.

Questions? Go to CantonSettlement.com or call 1-888-884-3492.

Attachment 3

Notice of The Bank of Canton Data Breach Class Action Settlement

If you received notice from The Bank of Canton that your personally identifiable information was potentially compromised in the 2023 MOVEit Security Incident that occurred at Fiserv Inc., a third-party financial industry service provider, then you could get a payment from a class action settlement.

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

Please read this Notice carefully and completely. Your legal rights are affected whether you act or don't act.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A settlement has been proposed in a class action lawsuit against The Bank of Canton. The Settlement will resolve claims against The Bank of Canton related to a May 2023 cybersecurity incident experienced by Fiserv, a financial industry service provider, in which a criminal actor allegedly used a vulnerability in Progress Software's MOVEit file transfer application to access information in Fiserv's possession. The information allegedly included personally identifiable information ("PII") of customers of The Bank of Canton.
- Under the proposed Settlement, you may be eligible to receive either (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; or (2) an alternative cash payment of \$100. (These payments are subject to *pro rata* adjustment based on total claim submission.) To receive a payment, you must complete and timely submit a Claim Form.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make now.

Summary of Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get a payment.	Online or Postmarked by October 9, 2025
EXCLUDE YOURSELF BY OPTING OUT	Get no payment. Keep your right to file your own lawsuit against The Bank of Canton for the same claims resolved by this Settlement.	Postmarked by September 9, 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on October 21, 2025, about the fairness of the Settlement, with or without your own attorney.	Postmarked by September 9, 2025
DO NOTHING	Get no payment and be bound by the terms of the Settlement.	

- 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. Payments will be made if the Court approves the Settlement after any appeals are resolved.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

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Questions? Go to CantonSettlement.com or call +1 888-884-3492

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you have been identified as a person whose PII may have been impacted by the 2023 MOVEit Security Incident that impacted The Bank of Canton. A similarly situated individual, Plaintiff Stephen Gilmore (“Plaintiff”), brought a proposed class action lawsuit against The Bank of Canton in 2023, alleging that The Bank of Canton was negligent due to its data security practices. The Bank of Canton denies the allegations and denies that it would be found liable. The Parties have now reached a proposed settlement of the lawsuit.

A court authorized this Notice because you have a right to know about your rights under the proposed class action Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows, and the pending legal claims against The Bank of Canton will be released and dismissed.

This package explains the lawsuit, the Settlement, your rights, what benefits are available, who is eligible for them, and how to get them. Judge Allison D. Burroughs of the United States District Court for the District of Massachusetts is in charge of this case. The case is *Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 (D. Mass.), which has been transferred to and coordinated with *In re: MOVEit Customer Data Security Breach Litig.*, MDL No. 1:23-md-03083-ADB (D. Mass.).

2. What is this lawsuit about?

This matter is a putative class action (the “Litigation”) arising from the MOVEit Security Incident that impacted The Bank of Canton on or around May 27, 2023, whereby cybercriminals allegedly gained unauthorized access to the MOVEit file transfer software that was used by a third-party service provider of The Bank of Canton, resulting in potential access to the PII of The Bank of Canton customers, including, potentially, account names, account numbers, and Social Security numbers. The lawsuit asserts various common law claims against The Bank of Canton for alleged negligent data security practices.

The Bank of Canton denies any allegation of wrongdoing and denies that Plaintiff would prevail or be entitled to any relief should this matter proceed to be litigated.

3. What is a class action?

In a class action one or more people called “Class Representative(s)” sue on behalf of themselves and other people who have similar claims. This group of people is called the “class,” and the people in the class are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The person or persons who sue are called the Plaintiff(s). The entity sued—The Bank of Canton—is called the Defendant.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or The Bank of Canton. Instead, both sides agreed to a settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits or compensation. The Settlement Class Representative and Class Counsel think the Settlement is in the best interest of the Settlement Class.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

The Settlement Class is defined as: “all current, former, and/or prospective customers of The Bank of Canton in the United States whose Personally Identifiable Information was included in files impacted by the MOVEit Security Incident.”

6. Are there exceptions to being included?

Yes, the following are not included in the Settlement Class: (i) The Bank of Canton and The Bank of Canton’s officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; (iii) Class Counsel, their staff members, and their immediate family; and (iv) any individual not included in the Class List.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

7. What should I do if I am not sure whether I am included?

If you are not sure whether you are included in the Settlement Class, you can ask for free help by calling the Settlement Administrator at +1 888-884-3492 or you can visit CantonSettlement.com for more information.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Under the Settlement, The Bank of Canton will pay \$300,000 into a Settlement Fund, which will be used to pay all valid claims made by Settlement Class Members, Costs of Notice and Administration, a Service Award to the Settlement Class Representative (if approved by the Court), and Class Counsel's attorneys' fees and expenses (if approved by the Court). Settlement Class Members may file a claim to receive either (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; or (2) an alternative cash payment of \$100.

If the total value of all valid claims exceeds the Net Settlement Fund (the monies remaining in the Settlement Fund after the Costs of Notice and Administration, Service Award, and attorneys' fees and expenses are deducted), the Settlement Administrator shall reduce all Settlement Payments on a *pro rata* basis to the highest amount that will allow all Approved Claims to be paid using the Net Settlement Fund available. In the event all valid claims do not exhaust the Net Settlement Fund, the Settlement Administrator, prior to distribution of the Alternative Cash Payments, shall increase the value of the alternative cash payments on a *pro rata* basis until the Net Settlement Fund is exhausted. No part of the Settlement Fund will revert back to The Bank of Canton.

9. What can I get from the Settlement?

Settlement Class Members may file a claim for the following settlement benefits:

Reimbursement of Ordinary Losses: Settlement Class Members may file a claim for reimbursement of ordinary losses up to two thousand and five hundred United States Dollars (\$2,500) (inclusive of up to four [4] hours of lost time at \$25 per hour [up to \$100 total]) incurred as a result of the MOVEit Security Incident. Such ordinary losses include, but are not limited to, (1) bank fees, long distance phone calls, cell phone charges (only if charged by the minute), data charges (only if based on the amount of data used), postage, or gasoline for local travel, and (2) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between May 27, 2023 and the date of the close of the Claims Period.

Reimbursement of Extraordinary Losses: Settlement Class Members may submit a claim for up to ten thousand United States Dollars (\$10,000) in compensation for proven monetary losses, professional fees (e.g., attorneys' fees and accountants' fees), and fees for credit repair services as a result of the MOVEit Security Incident.

Alternative Cash Payment: In lieu of filing claims for reimbursement of ordinary or extraordinary losses, Settlement Class Members may elect to file a claim to receive a cash payment of \$100 without the need to document losses or attest to time spent as a result of the MOVEit Security Incident.

Settlement Payments are subject to *pro rata* adjustment. If the total value of all approved claims exceeds the Net Settlement Fund available for distribution to Settlement Class Members, then the Settlement Administrator will reduce all Settlement Payments on a *pro rata* basis. If the approved claims do not exhaust the Net Settlement Fund, then the Settlement Administrator will increase the alternative cash payments on a *pro rata* basis until the Net Settlement Fund is exhausted.

10. What am I giving up if I stay in the Settlement Class?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against The Bank of Canton concerning the claims released by this Settlement. The "Releases and Waivers of Rights" section in the Settlement Agreement describes the legal claims that you give up if you do not exclude yourself from the Settlement. The entire text of the Settlement Agreement can be viewed at CantonSettlement.com.

HOW TO GET A PAYMENT – MAKING A CLAIM

11. How can I get a payment?

You must complete and submit a Claim Form. Claim Forms may be submitted online at CantonSettlement.com or mailed to the address on the form. Claim Forms must be submitted electronically or postmarked by **October 9, 2025**.

Be sure to read the Claim Form instructions carefully and include all required information and your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

12. How much will my payment be?

The amount of your payment will depend on the approved amount of your claim and the total value of all approved claims.

If you are seeking reimbursement for ordinary and/or extraordinary losses under the Settlement, you must describe the losses, their amount, and when and why you incurred them. You must also attest that you incurred those losses in response to the MOVEit Security Incident in this case.

Your claim must be reasonably documented. You must enclose or upload documentation sufficient to show (1) the amount of unreimbursed loss that you suffered, and (2) why you believe that the loss was more likely than not caused by the MOVEit Security Incident in the case. Documents for financial expenses may include credit card or bank statements, emails, invoices, receipts, or telephone records, including photographs of the same. Personal statements or declarations are not considered reasonable documentation, but they may be used to provide clarification, context, or support for other documentation.

13. When will I get my payment?

The Court will hold a Final Approval Hearing on **October 21, 2025**, at 1:00 p.m. to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no further appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, CantonSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed E. Michelle Drake of Berger Montague, PC, Gary F. Lynch of Lynch Carpenter, LLP, Douglas J. McNamara of Cohen Milstein Sellers & Toll PLLC, Karen H. Riebel of Lockridge Grindal Nauen PLLP, Charles E. Schaffer of Levin Sedran & Berman LLP, and Kristen A. Johnson of Hagens Berman Sobol Shapiro LLP as attorneys to represent the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

15. Should I get my own lawyer?

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

16. How will the lawyers be paid?

The attorneys representing the Settlement Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court for an award of attorneys' fees and expenses of up to twenty-five (25) percent of the Settlement Fund. Class Counsel will file their request for attorneys' fees and expenses as a percentage of the Settlement Fund.

The Settlement Class is represented by one named individual (the "Settlement Class Representative"). In addition to the benefits that the Settlement Class Representative will receive as a member of the Settlement Class—and subject to the approval of the Court—Class Counsel will request a Service Award, not to exceed \$5,000, to the Settlement Class Representative for the efforts he has expended on behalf of the Settlement Class.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

The Court will determine whether to approve the amount of attorneys' fees and expenses requested by Class Counsel and the proposed Service Award to the Settlement Class Representative. Class Counsel will file an application for attorneys' fees and expenses and for a Service Award no later than August 19, 2025. The application will be available on the Settlement Website, CantonSettlement.com, or you can request a copy by contacting the Settlement Administrator.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I get out of the Settlement?

If you are a Settlement Class Member, do not want the benefits from the Settlement, and want to keep your right, if any, to sue The Bank of Canton on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

You may opt out of the Settlement by **September 9, 2025**. To opt out, you must send a letter or postcard via U.S. Mail to the address below. Your letter or postcard must include:

- the name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 [D. Mass.]) or a decipherable approximation thereof;
- your full name, mailing address, telephone number, and signature; and
- the words “Opt Out” or “Request for Exclusion” at the top of the document and/or a clear and unequivocal statement that you want to be excluded from the Settlement.

To be valid, any request for exclusion that is filed on behalf of a Settlement Class Member by a person other than the Settlement Class Member who is legally authorized to act on the Settlement Class Member's behalf must include:

- the name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 [D. Mass.]) or a decipherable approximation thereof;
- the full name and address of the Settlement Class Member;
- the words “Opt Out” or “Request for Exclusion” at the top of the document and/or a clear and unequivocal statement that the Settlement Class Member wants to be excluded from the Settlement;
- the person's full name, address, phone number, and relationship to the Settlement Class Member;
- an attestation that the person is legally authorized to make the request for exclusion on behalf of the Settlement Class Member and a description of the basis for that authority; and
- the person's signature.

You must mail your opt-out request via First-Class postage prepaid U.S. Mail, postmarked no later than **September 9, 2025**, to:

MOVEit Gilmore v. Bank of Canton
Settlement Administrator
P.O. Box 4875
Portland, OR 97208-4875

If you fail to include the required information, your request will be deemed invalid and you will be bound by the Settlement, including all releases.

18. If I am a Settlement Class Member and don't opt out, can I sue The Bank of Canton for the same thing later?

No. You must opt out of the Settlement to keep your right to sue The Bank of Canton or other released parties for any of the claims resolved by the Settlement.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

19. What happens if I opt out?

If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You cannot submit a claim, and you will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the case at your own expense.

In addition, if you opt out of the Settlement, you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided, and you will be deemed to have excluded yourself.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I don't like the Settlement?

If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Your objection must be in writing and must include:

- the name of this Litigation (*Gilmore v. The Bank of Canton*, No. 1:23-cv-12711 [D. Mass.]) or a decipherable approximation thereof;
- your full name, mailing address, and telephone number;
- the full name, address, telephone number, and email address of your counsel (if you are represented by counsel);
- a statement describing the grounds for your objection with specificity;
- a statement confirming whether your objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- a statement confirming whether you intend to appear at the Final Approval Hearing and, if so, whether you will appear in person or through counsel; and
- your signature or the signature of an individual authorized to act on your behalf.

If the Objector or his or her counsel intends to call witnesses or present evidence at the Final Approval Hearing, the objection also must contain a list identifying each witness and a detailed description of the anticipated testimony that each witness will offer at the hearing.

Any objection must be either filed electronically with the Court or mailed to the Clerk of Court at the address set forth below. The objection must be filed with the Court—or, if mailed, it must be postmarked—no later than **September 9, 2025**.

United States District Court
for the District of Massachusetts
Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, MA 02210

21. What's the difference between objecting and opting out?

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

THE COURT'S FINAL APPROVAL HEARING**22. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 1:00 p.m. on **October 21, 2025**, in Courtroom 17, 5th Floor at the federal courthouse located at 1 Courthouse Way, Boston, MA 02210, before Judge Allison D. Burroughs. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether to approve Class Counsel's application for attorneys' fees and expenses; and whether to approve the Service Award to the Settlement Class Representative. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. The date of the Final Approval Hearing may change without further notice to the Settlement Class Members. Be sure to check the website, CantonSettlement.com, for updates. You can also access the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>.

Class Counsel will file a motion for final approval of the Settlement by September 19, 2025. Objectors, if any, must file any response to Class Counsel's motion by October 3, 2025. Responses to any objections and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses, and Service Award will be filed by October 10, 2025.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. You cannot speak at the hearing if you opt out or exclude yourself from the Settlement.

IF I DO NOTHING**25. What happens if I do nothing at all?**

If you are a Settlement Class Member and do nothing, you will not get any money from this Settlement, and you will not be able to sue The Bank of Canton or other released parties for the claims released by the Settlement Agreement.

GETTING MORE INFORMATION**26. Are there more details about the Settlement available?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and other case documents available at CantonSettlement.com, by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mad.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300, Boston, MA 02210, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

27. How do I get more information?

Visit the website, CantonSettlement.com, where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator, Epiq, at +1 888-884-3492 or by writing to:

MOVEit Gilmore v. Bank of Canton
Settlement Administrator
P.O. Box 4875
Portland, OR 97208-4875

Speak with Class Counsel by calling 1-412-322-9243 or by writing to Bank of Canton Class Action, Lynch Carpenter, LLP, Attn: Gary F. Lynch, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222.

PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Go to CantonSettlement.com or call +1 888-884-3492

Attachment 4

Your claim must be submitted online or postmarked by October 9, 2025.

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

THE BANK OF CANTON

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

USE THIS FORM ONLY IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO MAKE A CLAIM FOR FINANCIAL COMPENSATION

GENERAL INSTRUCTIONS

If you were notified by The Bank of Canton that your personally identifiable information was potentially impacted by the MOVEit Security Incident that resulted from an alleged vulnerability in the third-party file transfer software, MOVEit Transfer (the "MOVEit Security Incident"), you are a member of the Settlement Class and eligible to complete this Claim Form to request **either**: (1) compensation for documented unreimbursed out-of-pocket expenses of up to \$2,500 ("Ordinary Losses"), including up to four (4) hours of lost time at \$25 per hour, and/or monetary losses up to a total of \$10,000 ("Extraordinary Losses"); **or** (2) an alternative cash payment of \$100 without the need to prove any loss. (These payments are subject to pro rata adjustment based on total claim submission.) You cannot receive the alternative cash payment if you are seeking compensation for Ordinary Losses or Extraordinary Losses.

Ordinary Losses include the following:

1. Out-of-pocket expenses incurred as a result of the MOVEit Security Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after May 27, 2023, through October 9, 2025.
3. Lost Time spent dealing with the MOVEit Security Incident (\$25 per hour for up to four (4) hours).

Extraordinary Losses include compensation for proven monetary losses, professional fees (including attorneys' fees and accountants' fees), and fees for credit repair services incurred as a result of the MOVEit Security Incident. A claim for reimbursement of Extraordinary Losses is one not covered by one or more of the reimbursement of Ordinary Losses categories.

Limitations on Ordinary Losses and Extraordinary Losses: Compensation for the above Ordinary Losses and/or Extraordinary Losses (except lost time) will only be paid if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the MOVEit Security Incident;
- The loss occurred between May 27, 2023, and October 9, 2025; and
- You submit reasonable documentation in support of any claimed loss (except for loss time). Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

Alternative Cash Payment: In lieu of claiming compensation for Ordinary Losses or Extraordinary Losses, Settlement Class Members may elect to receive a one-time payment of \$100 without the need to prove any loss.

Pro Rata Adjustments: If the total value of Approved Claims exceeds the Net Settlement Fund, all Settlement Payments will be reduced on a pro rata basis. If the value of Approved Claims does not exhaust the Net Settlement Fund, the value of any Alternative Cash Payments for Approved Claims will be increased on a pro rata basis.

READ CAREFULLY: Please read this Claim Form carefully and answer all questions. Failure to provide required information could result in a denial of your claim.

This Claim Form may be submitted electronically *via* the Settlement Website at **CantonSettlement.com** or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail to:

MOVEit Gilmore v. Bank of Canton
Settlement Administrator
P.O. Box 4875
Portland, OR 97208-4875

Questions? Go to **CantonSettlement.com** or call +1 888-884-3492.



Your claim must be submitted online or postmarked by October 9, 2025.

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

THE BANK
OF CANTON

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

MI

Last Name

Street Address

City

State

ZIP Code

Telephone Number

 - -

Email Address

II. PROOF OF CLASS MEMBERSHIP

Enter the Unique ID and PIN provided on your postcard notice and Email Notice (if known):

Unique ID

PIN

III. COMPENSATION FOR ORDINARY LOSSES

Members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of the following **documented** out-of-pocket expenses, not to exceed \$2,500 including lost time, as a result of the MOVEit Security Incident:

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
Out-of-pocket expenses incurred as a result of the MOVEit Security Incident, including bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel.	- - MM DD YY	\$.
Examples of Supporting Documentation: <i>phone bills, gas receipts, postage receipts, list of locations to which you traveled (e.g., police station, IRS office), why you traveled there (e.g., police report or letter from IRS) and number of miles traveled.</i>		

Questions? Go to CantonSettlement.com or call +1 888-884-3492.

Your claim must be submitted online or postmarked by October 9, 2025.

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

THE BANK OF CANTON

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after May 27, 2023, through October 9, 2025.

- -
MM DD YY

\$ •

Examples of Supporting Documentation: *receipts or account statements reflecting purchases made for credit monitoring or identity theft insurance services.*

Members of the Settlement Class who spent time dealing with the MOVEit Security Incident may claim up to four (4) hours for lost time at a rate of \$25 per hour.

Hours claimed (up to 4):

☐ 1 Hour (\$25) ☐ 2 Hours (\$50) ☐ 3 Hours (\$70) ☐ 4 Hours (\$100)

Checking one of the boxes above hereby serves as my attestation and affirmation to the best of my knowledge and belief that any claimed lost time was spent related to the MOVEit Security Incident between **May 27, 2023**, and **October 9, 2025**.

IV. COMPENSATION FOR EXTRAORDINARY LOSSES

Members of the Settlement Class who submit a valid claim using this Claim Form are eligible for reimbursement of the following **documented** extraordinary losses, not to exceed \$10,000, as a result of the MOVEit Security Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss
Other proven monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the MOVEit Security Incident.	- - MM DD YY	\$ •
Examples of Supporting Documentation: <i>invoices or statements reflecting payments made for professional fees/services.</i>		

V. ALTERNATIVE CASH PAYMENT

As an alternative to claiming compensation for Ordinary Losses and Extraordinary Losses above, members of the Settlement Class who submit a valid and timely claim may elect to receive a one-time \$100 payment (subject to pro rata reduction or increase based on total claim submission) without the need to document losses or attest to time spent as a result of the MOVEit Security Incident. To claim this alternative cash payment, please check the box below.

NOTE: The alternative cash payment cannot be combined with claims for reimbursement of Ordinary Losses, lost time, and/or Extraordinary Losses, and by checking the box below, you will forfeit any other claim for compensation included in this Claim Form.

☐ Check this box if you wish to receive an alternative cash payment of up to \$100.

Questions? Go to CantonSettlement.com or call +1 888-884-3492.



Your claim must be submitted online or postmarked by October 9, 2025.

CLAIM FORM FOR THE BANK OF CANTON DATA BREACH SETTLEMENT

Gilmore v. The Bank of Canton
Case No. 1:23-cv-12711 (D. Mass.)

**THE BANK
OF CANTON**

VI. PAYMENT OPTIONS

Please **select ONE** of the following payment options, which will be used should you be eligible to receive a settlement payment:

- ☐ Digital Payment - Payment will be mailed to the email address above.
- ☐ Physical Check - Payment will be mailed to the address provided above.

VII. ATTESTATION & SIGNATURE

I swear and affirm under penalty of perjury that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

Date

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 -

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 -

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MM DD YY

Printed Name

Questions? Go to CantonSettlement.com or call +1 888-884-3492.

Attachment 5

From: MOVEit - Gilmore v The Bank of Canton Settlement Administrator <cantonsettlement@e.epiqnotice.com>

To: [REDACTED]

Subject: The Bank of Canton MOVEit Security Incident Data Breach Class Action Settlement

Name	Unique ID	PIN
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

File your claim for \$100 or more by October 9, 2025

You may have recently received a mailed or emailed notice of a class action settlement in Massachusetts federal court regarding the MOVEit Security Incident that impacted The Bank of Canton (the "Settlement"). If so, according to the terms of that notice, you may be eligible to receive **either**: (1) reimbursement of ordinary losses up to \$2,500 and reimbursement of extraordinary losses up to \$10,000; **or** (2) an alternative cash payment of \$100. (These payments are subject to *pro rata* adjustment based on the total number of claim submissions). To receive a payment, you must complete and submit a Claim Form. Submit the Claim Form you received in the mail or file your claim at www.CantonSettlement.com. Your Claim Form must be postmarked or submitted online by **October 9, 2025**.

For more information, visit the website, www.CantonSettlement.com, where you will find the Claim Form, a copy of the Settlement Agreement, answers to questions about the Settlement, and other information to help you determine whether you are eligible for a payment or whether to exercise other rights.

Questions? Go to www.CantonSettlement.com or call 1-888-884-3492.

If [REDACTED] should not be subscribed or if you need to change your subscription information for MOVEit Gilmore v The Bank of Canton, [please use this preferences page](#).

CERTIFICATE OF SERVICE

I hereby certify that, on this date, the foregoing document was filed electronically via the Court's CM/ECF system, which will send notice of the filing to all counsel of record.

Dated: September 19, 2025

/s/ Kristen A. Johnson
Kristen A. Johnson (BBO# 667261)