

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

STEVEN RETSKY, VICKEY ANGULO,  
HAMID SHALVIRI, ANTHONY HENSON,  
CHERIE O'NEAL, CHARLES STEPHANSKI,  
HARMON COTTRELL, MARINA  
CARDENAS, and SUSIE FRAZIER-TELLAS,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

SUPERCARE, INC., d/b/a SUPERCARE  
HEALTH

Defendants.

Case No. 22STCV16267

**CLASS ACTION SETTLEMENT  
AGREEMENT**

This Settlement Agreement,<sup>1</sup> dated as of October 31, 2022, is made and entered into by and among the following Settling Parties (as defined below): Steven Retsky, Vickey Angulo, Hamid Shalviri, Anthony Henson, Cherie O'Neal, Charles Stephanski, Marina Cardenas, and Susie Frazier-Tellas (collectively, "Plaintiffs"), individually and on behalf of the Settlement Class, by and through their counsel of record, and SuperCare Inc., d/b/a, SuperCare Health ("SuperCare" and, together with Plaintiffs, the "Settling Parties"), by and through their counsel of record. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Plaintiffs allege that between July 23, 2021 and July 27, 2021, SuperCare was the subject of a data breach in which an unknown party accessed SuperCare's systems and potentially viewed sensitive PII and PHI, including patients' names, addresses, dates of birth, hospital or medical groups, patient account numbers, medical record numbers, health insurance information, testing, diagnostic, and/or treatment information, other health-related information, and claim information. Some patients' Social Security numbers and drivers' license numbers were also exposed (the "Data

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<sup>1</sup> All Capitalized terms are defined below.

Incident”). Despite discovering this data breach on July 27, 2021, SuperCare waited until March 25, 2022, nearly eight months later, to begin notifying affected patients.

SuperCare sent, in March 2022, notification of the Data Incident to approximately 318,379 individuals. 293,810 of those noticed were alive and resided in California at the time of the Data Incident. Plaintiffs allege to be among the group of individuals to whom SuperCare sent a notification. On April 11, 2022, Plaintiffs Marina Cardenas and Susie Frazier-Tellas filed a lawsuit styled *Cardenas et. al v. Super Care, Inc., dba SuperCare Health*, Case No. 2:22-cv-04170-DSF-AGR (8<sup>th</sup> Jud. Dist., Clark County, NV). On April 12, 2022, Plaintiff Vickey Angulo filed a lawsuit asserting claims against SuperCare allegedly arising out of the Data Incident. The case is titled *Angulo v. SuperCare Health, Inc.*, Case No. 2:22-cv-02483 (C.D. Ca.). On April 19, 2022, Plaintiff Hamid Shalviri filed a case styled *Shalviri et al. v. Super Care, Inc.*, Case No. 2:22-cv-02585 (C.D. Ca.). On April 27, 2022, Plaintiffs Anthony Henson and Cherie O’Neal filed *Henson et al v. Super Care, Inc.*, No. 2:22-cv-02820-DSF-AGR (C.D. Ca). On May 12, 2022, On May 18, 2022, Harmon Cottrell filed a case styled *Cottrell v. Super Care, Inc. dba SuperCare Health, Inc.*, Case No. 5:22-cv-00835 (C.D. Ca.). Plaintiff Charles Stephanski filed *Stephanski v. Super Care, Inc.*, No. 2:22-cv-03248-DSF-AGR (C.D. Ca.). On May 16, 2022, Plaintiff Steven Retsky filed *Retsky v. SuperCare Health, Inc.*, Case No. 22STCV16267 (Sup. Ct. LA County). On September 26, 2022, Plaintiffs amended the *Retsky* complaint, adding all Plaintiffs from all the other cases (collectively, the “Litigation”). All the other actions were voluntarily dismissed.

This Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against SuperCare and the Released Persons relating to the Data Incident, by and on behalf of Representative Plaintiffs and the Settlement Class.

## **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

Plaintiffs believe the claims asserted in the Litigation, as set forth in the *Retsky* Class Action Complaint, and the First Amended Class Action Complaint have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against SuperCare through motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of

1 further litigation, as well as the difficulties and delays inherent in such litigation, especially in  
2 complex class actions. Proposed Settlement Class Counsel are highly experienced in class action  
3 litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue  
4 generally in such litigation and in this Litigation. They have determined that the settlement set forth  
5 in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the  
6 Settlement Class.

### 7 **III. DENIAL OF WRONGDOING AND LIABILITY**

8 SuperCare denies each and all of the claims and contentions alleged against it in the  
9 Litigation. SuperCare denies all charges of wrongdoing or liability as alleged, or which could be  
10 alleged, in the Litigation. Nonetheless, SuperCare has concluded that further conduct of the  
11 Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and  
12 finally settled in the manner and upon the terms and conditions set forth in this Settlement  
13 Agreement. SuperCare has considered the uncertainty and risks inherent in any litigation.  
14 SuperCare has, therefore, determined that it is desirable and beneficial that the Litigation be settled  
15 in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### 16 **IV. TERMS OF SETTLEMENT**

17 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among  
18 Plaintiffs, individually and on behalf of the Settlement Class, Proposed Settlement Class Counsel,  
19 and SuperCare that, subject to the approval of the Court, the Litigation and the Released Claims  
20 shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed  
21 with prejudice as to the Settling Parties and the Settlement Class, except those members of the  
22 Settlement Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms  
23 and conditions of this Settlement Agreement, as follows:

#### 24 **1. Definitions**

25 As used in the Settlement Agreement, the following terms have the meanings specified  
26 below:

27 1.1 “Agreement” or “Settlement Agreement” means this agreement.  
28

1           1.2     “California Subclass” means all persons residing in California whose Personally  
2     Identifiable Information was maintained on SuperCare’s system that was compromised in the Data  
3     Incident, and who were sent a notice of the Data Incident. The California Subclass specifically  
4     excludes: (i) SuperCare and its respective officers and directors; (ii) all members of the Settlement  
5     Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and  
6     Magistrate Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person  
7     found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
8     aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

9           1.3     “California Subclass Member(s)” means all persons meeting the definition of the  
10    California Subclass.

11          1.4     “Claims Administration” means the processing and payment of claims received  
12    from members of the Settlement Class by the Claims Administrator.

13          1.5     “Claims Administrator” means Angeion Group LLC (“Angeion”), a company  
14    experienced in administering class action claims generally and specifically those of the type  
15    provided for and made in data breach litigation.

16          1.6     “Claims Deadline” means the postmark and/or online submission deadline for valid  
17    claims submitted pursuant to ¶¶ 2.1, 2.2, and 2.3, which shall be ninety (90) days from the Notice  
18    Commencement Date.

19          1.7     “Claim Form” means the claim form to be used by members of the Settlement Class  
20    to submit a Settlement Claim, either through the mail or online through the Settlement Website,  
21    substantially in the form as shown in Exhibit 1 to this agreement.

22          1.8     “Costs of Claims Administration” means all actual costs associated with or arising  
23    from Claims Administration.

24          1.9     “Court” means the Superior Court for the State of California, County of Los  
25    Angeles.

26          1.10    “Data Incident” means the cyberattack perpetrated on SuperCare in July 2021, in  
27    which third-party criminals launched a cyber-attack and potentially gained unauthorized access to  
28    the PII of Settlement Class Members.

1.11 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.12 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 1.13 herein have occurred and been met.

1.13 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment; and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is “Final” or any other aspect of the Judgment.

1.14 “Final Approval Order” means the order finally approving the Settlement Agreement and entering final judgment. The Settling Parties’ proposed form of Final Approval Order is attached hereto as Exhibit 5.

1.15 “Final Fairness Hearing” is the final hearing before the Court where it will determine whether this Settlement is fair, reasonable, and adequate.

1.16 “Judgment” means a judgment rendered by the Court.

1.17 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit 2 to this agreement.

1.18 “Notice Commencement Date” means thirty days following entry of the Preliminary Approval Order.

1.19 “Objection Date” means the date by which members of the Settlement Class must mail to Proposed Settlement Class Counsel and counsel for SuperCare or, in the alternative, file with the Court through the Court’s electronic case filing system their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days from the Notice Commencement Date.

1           1.20 “Opt-Out Date” means the date by which members of the Settlement Class must  
2 mail to the Claims Administrator their requests to be excluded from the Settlement Class for that  
3 request to be effective. The postmark date shall constitute evidence of the date of mailing for these  
4 purposes. The Opt-Out Date shall be sixty (60) days from the Notice Commencement Date.

5           1.21 “Person” means an individual, corporation, partnership, limited partnership, limited  
6 liability company or partnership, association, joint stock company, estate, legal representative,  
7 trust, unincorporated association, government or any political subdivision or agency thereof, and  
8 any business or legal entity, and their respective spouses, heirs, predecessors, successors,  
9 representatives, or assignees.

10          1.22 “Plaintiffs” and/or “Representative Plaintiffs” mean Steven Retsky, Vickey Angulo,  
11 Hamid Shalviri, Anthony Henson, Cherie O’Neal, Charles Stephanski, Marina Cardenas, and Susie  
12 Frazier-Tellas.

13          1.23 “Preliminary Approval Order” means the order preliminarily approving the  
14 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling  
15 Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit 4.

16          1.24 “Settlement Class Counsel” means Milberg Coleman Bryson Phillips Grossman,  
17 PLLC, Morgan & Morgan Complex Litigation Group, and Bursor & Fischer, P.A.

18          1.25 “Related Entities” means SuperCare’s respective past or present parents,  
19 subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors,  
20 successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers,  
21 and includes, without limitation, any Person related to any such entity who is, was, or could have  
22 been named as a defendant in any of the actions in the Litigation, other than any Person who is  
23 found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing,  
24 aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

25          1.26 “Released Claims” shall collectively mean any and all past, present, and future  
26 claims and causes of action including, but not limited to, any causes of action arising under or  
27 premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any  
28 country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45, *et seq.*, and all

1 similar statutes in effect in any states in the United States; violations of the California Consumer  
2 Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state privacy-protection  
3 statutes; violations of the California Consumer Records Act, Cal. Civ. Code § 1798.80, *et seq.* and  
4 all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach  
5 of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of  
6 privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment;  
7 bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute  
8 or common law duty; and including, but not limited to, any and all claims for damages, injunctive  
9 relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment  
10 interest, credit monitoring services, the creation of a fund for future damages, statutory damages,  
11 punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a  
12 receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or  
13 contingent, direct or derivative, and any other form of legal or equitable relief that either has been  
14 asserted, was asserted, or could have been asserted, by any member of the Settlement Class against  
15 any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and  
16 alleged theft of payment card data or other personal information or the allegations, transactions,  
17 occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released  
18 Claims shall not include the right of any Settlement Class Member or any of the Released Persons  
19 to enforce the terms of the settlement contained in this Settlement Agreement and shall not include  
20 the claims of members of the Settlement Class Members who have timely excluded themselves from  
21 the Settlement Class.

22       1.27 "Released Persons" means SuperCare and its Related Entities and each of their past  
23 or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their  
24 respective predecessors, successors, directors, officers, employees, principals, agents, attorneys,  
25 insurers, and reinsurers.

26       1.28 "Service Award" means the payment of \$1,500.00 to each of the eight (8)  
27 Representative Plaintiffs for their time and effort pursuing this matter on behalf of their fellow  
28 Settlement Class Members.

1           1.29   “Settlement Claim” means a claim for settlement benefits made under the terms of  
2 this Settlement Agreement.

3           1.30   “Settlement Class” means all persons whose Personally Identifiable Information  
4 was maintained on SuperCare’s system that was compromised in the Data Incident, and who were  
5 sent a notice of the Data Incident. The Settlement Class specifically excludes: (i) SuperCare and its  
6 respective officers and directors; (ii) all members of the Settlement Class who timely and validly  
7 request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to  
8 evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent  
9 jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data  
10 Incident or who pleads *nolo contendere* to any such charge.

11           1.31   “Settlement Class Member(s)” means all persons meeting the definition of the  
12 Settlement Class.

13           1.32   “Settlement Website” means a website, the URL for which to be mutually selected  
14 by the Settling Parties, which will inform Settlement Class Members of the terms of this Settlement  
15 Agreement, their rights, dates and deadlines and related information, as well as provide the  
16 Settlement Class Members with the ability to submit a Settlement Claim online.

17           1.33   “Settling Parties” means, collectively, SuperCare and Plaintiffs, individually and on  
18 behalf of the Settlement Class.

19           1.34   “Short Notice” means the short-form notices of the proposed class action settlement,  
20 substantially in the form as shown in Exhibit 3 to this agreement. The Short Notice will direct  
21 recipients to the Settlement Website and inform members of the Settlement Class of, among other  
22 things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final  
23 Fairness Hearing (if set prior to the Notice Commencement Date).

24           1.35   “Unknown Claims” means any of the Released Claims that any member of the  
25 Settlement Class, including Plaintiffs, does not know or suspect to exist in his/her favor at the time  
26 of the release of the Released Persons that, if known by him or her, might have affected his or her  
27 settlement with, and release of, the Released Persons, or might have affected his or her decision not  
28 to object to and/or to participate in this Settlement Agreement. With respect to any and all Released



1 Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and  
2 expressly shall have, and each of the other members of the Settlement Class intend to and shall be  
3 deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and  
4 benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and  
5 benefits conferred by any law of any state, province, or territory of the United States (including,  
6 without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602;  
7 North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar,  
8 comparable, or equivalent to California Civil Code §1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
10 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
11 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
12 THE TIME OF EXECUTING THE RELEASE, AND THAT, IF  
13 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
AFFECTED HIS OR HER SETTLEMENT WITH THE  
DEBTOR OR RELEASED PARTY.

14 Members of the Settlement Class, including Plaintiffs, and any of them, may hereafter  
15 discover facts in addition to, or different from, those that they, and any of them, now know or  
16 believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly  
17 shall have, and each other member of the Settlement Class shall be deemed to have, and by  
18 operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and  
19 released any and all Released Claims. The Settling Parties acknowledge, and members of the  
20 Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the  
21 foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

22 1.36 “United States” as used in this Settlement Agreement includes the District of  
23 Columbia and all territories.

24 1.37 “Valid Claims” means Settlement Claims in an amount approved by the Claims  
25 Administrator or found to be valid through the claims processing and/or Dispute Resolution  
26 process.  
27  
28

1           **2.       Settlement Benefits**

2           SuperCare shall fund a non-reversionary settlement fund (“Settlement Fund”) in the amount  
3 of \$2,250,000. Within twenty-one (21) business days after entry of an order granting Preliminary  
4 Approval of the settlement, SuperCare will deposit Two Hundred Fifty Thousand Dollars and No  
5 Cents (\$250,000.00) of the Settlement Fund into the Escrow Account, which shall be available to  
6 cover Notice and the Costs of Claims Administration incurred prior to entry of the Final Approval  
7 Order and Judgment. SuperCare shall pay the balance of the Settlement Fund, Two Million Dollars  
8 and No Cents (\$2,000,000.00), into the Escrow Account twenty-one (21) business days after the  
9 Effective Date. From the Settlement Fund, the Claims Administrator shall pay all Costs of Claim  
10 Administration; all Valid Claims; any service awards to Representative Plaintiffs; and any  
11 attorneys’ fees award to Proposed Settlement Class Counsel. The Settlement Fund represents the  
12 total extent of the Released Parties’ monetary obligations under this Settlement Agreement. The  
13 Claims Administrator shall be responsible for all tax filings with respect to the Settlement Fund.

14           Settlement Class Members shall be afforded the opportunity to claim the following relief  
15 from this common settlement fund:

16           2.1     Tier 1: All California Subclass members may elect to claim a cash payment of \$100.  
17 Should the amount of cash payments claimed exceed the net amount available from the Settlement  
18 Fund (after payment of settlement administration, attorneys’ fees, and case expenses), the amount  
19 of these cash payments will be subject to a *pro rata* reduction.

20           2.2     Tier 2: All California Subclass members who elect to claim Tier 2 benefits (in lieu  
21 of Tier 1 benefits) and all other Settlement Class members can claim up to \$2500 in out-of-pocket  
22 expenses that were incurred as a result of the Data Incident, including but not limited to: (i)  
23 unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees;  
24 (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi)  
25 unreimbursed over-limit fees; (vii) long distance telephone charges; (viii) cell minutes (if charged  
26 by minute), Internet usage charges (if charged by the minute or by the amount of data usage and  
27 incurred solely as a result of the Data Incident), and text messages (if charged by the message and  
28 incurred solely as a result of the Data Incident); (ix) unreimbursed charges from banks or credit

1 card companies; (x) interest on payday loans due to card cancellation or due to over-limit situation  
2 incurred solely as a result of the Data Incident; (xi) costs of credit report(s), credit monitoring,  
3 and/or other identity theft insurance products purchased by members of the Settlement Class  
4 between August 18, 2021 and the Claims Deadline; and (xii) other losses incurred by Settlement  
5 Class Members determined by the Claims Administrator to be fairly traceable to the Data Incident,  
6 including, but not limited to, the cost of postage and fuel for local travel. To receive reimbursement  
7 for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit  
8 (i) their name and current address; (ii) supporting documentation of such out-of-pocket expenses;  
9 and (iii) a description of the loss, if not readily apparent from the documentation.

10 Tier 2 Settlement Class Members and Tier 2 California Subclass Members are also eligible  
11 to receive up to four (4) hours of lost time spent dealing with issues arising out of the Data Incident  
12 (calculated at the rate of \$25 per hour). Members of the Settlement Class must attest on the Claim  
13 Form to the time spent. No documentation other than a description of their actions shall be required  
14 for members of the Settlement Class to receive compensation for attested time. Claims made for  
15 lost time can be combined with claims made for out-of-pocket expenses and, together with the out-  
16 of-pocket expenses, are subject to the \$2500 cap for each Settlement Class Member.

17 Should the amount of Tier 2 benefits claimed exceed the net amount available from the  
18 Settlement Fund (after payment of settlement administration, attorneys' fees, and case expenses),  
19 the amount of these cash payments will be subject to a *pro rata* reduction.

20 2.3 Credit monitoring: All Settlement Class Members and California Subclass members  
21 may claim one (1) year of three-bureau ("3B") credit monitoring for all class members, which shall  
22 include up to \$1 million in fraud insurance coverage.

1           2.4     Cybersecurity Enhancements.

2                   2.4.1           SuperCare has agreed to implement and maintain certain  
3 cybersecurity and business practice enhancements after the Data Incident and due to this  
4 Settlement. The enhancements are detailed in Exhibit 6 to this agreement.

5           2.5     Dispute Resolution for Claims.

6                   2.5.1           The Claims Administrator, in its sole discretion to be reasonably  
7 exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant  
8 has provided all information needed to complete the Claim Form, including any documentation that  
9 may be necessary to reasonably support the out-of-expenses described in ¶ 2.2; and (3) the  
10 information submitted could lead a reasonable person to conclude that more likely than not the  
11 claimant has suffered the claimed losses as a result of the Data Incident. The Claims Administrator  
12 may, at any time, request from the claimant, in writing, additional information as the Claims  
13 Administrator may reasonably require to evaluate the claim;. For any such Claims that the Claims  
14 Administrator determines to be implausible, the Claims Administrator will submit those Claims to  
15 the Settling Parties (one Plaintiffs' lawyer shall be designated to fill this role for all Plaintiffs). If  
16 the Settling Parties do not agree with the claimant's claim, after meeting and conferring, then the  
17 Claim shall be referred for resolution to the claim referee, to be selected by the Parties if needed.  
18 Any costs associated with work performed by the claims referee shall be paid from the common  
19 fund.

20                   2.5.2           Upon receipt of an incomplete or unsigned Claim Form or a Claim  
21 Form that is not accompanied by sufficient documentation to determine whether the claim is  
22 facially valid, the Claims Administrator shall request additional information and give the claimant  
23 thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the  
24 claim will be deemed invalid and there shall be no obligation to pay the claim.

25                   2.5.3           Following receipt of additional information requested by the Claims  
26 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser  
27 amount, or reject each claim. If, after review of the claim and all documentation submitted by the  
28 claimant, the Claims Administrator determines that such a claim is facially valid, then the claim

1 shall be paid. If the claim is not facially valid because the claimant has not provided all information  
2 needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may  
3 reject the claim without any further action. If the claim is rejected in whole or in part, for other  
4 reasons, then the claim shall be referred to the claims referee.

5                   2.5.4           Settlement Class Members shall have thirty (30) days from receipt of  
6 the offer to accept or reject any offer of partial payment received from the Claims Administrator.  
7 If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims  
8 Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a  
9 final determination. If the claimant approves the final determination, then the approved amount  
10 shall be the amount to be paid. If the claimant does not approve the final determination within thirty  
11 (30) days, then the dispute will be submitted to the claims referee within an additional ten (10)  
12 days.

13                   2.5.5           If any dispute is submitted to the claims referee, the claims referee  
14 may approve the Claims Administrator's determination by making a ruling within fifteen (15) days.  
15 The claims referee may make any other final determination of the dispute or request further  
16 supplementation of a claim within thirty (30) days. The claims referee's determination shall be  
17 based on whether the claims referee is persuaded that the claimed amounts are reasonably supported  
18 in fact and were more likely than not caused by the Data Incident. The claims referee shall have the  
19 power to approve a claim in full or in part. The claims referee's decision will be final and non-  
20 appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims  
21 referee, including by either providing supplemental information as requested or, alternatively,  
22 signing an authorization allowing the claims referee to verify the claim through third-party sources,  
23 and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall  
24 make a final decision within thirty (30) days of receipt of all supplemental information requested.

25           2.6       Confirmatory Discovery. SuperCare has provided or will provide reasonable  
26 access to confidential confirmatory discovery regarding the number of Settlement Class Members  
27 and state of residence, as well as the facts and circumstances of the Data Incident and SuperCare's  
28 response thereto.

1           2.7     Settlement Expenses. All costs for notice to the Settlement Class as required under  
2 ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute  
3 Resolution described in ¶ 2.5, shall be paid from the Settlement Fund. Should the Settlement not  
4 be finally approved, the costs of notice shall be borne by SuperCare.

5           2.8     Settlement Class Certification. The Settling Parties agree, for purposes of this  
6 settlement only, to the certification of the Settlement Class. If the settlement set forth in this  
7 Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated  
8 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and  
9 the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall  
10 proceed as though the Settlement Class had never been certified, without prejudice to any Person's  
11 or Settling Party's position on the issue of class certification or any other issue. The Settling Parties'  
12 agreement to the certification of the Settlement Class is also without prejudice to any position  
13 asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights  
14 are specifically preserved.

15           **3.     Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

16           3.1.    As soon as practicable after the execution of the Settlement Agreement, Proposed  
17 Settlement Class Counsel and counsel for SuperCare shall jointly submit this Settlement Agreement  
18 to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of  
19 the settlement with the Court requesting entry of a Preliminary Approval Order in the form to be  
20 agreed upon by the parties, or an order substantially similar to such form in both terms and cost,  
21 requesting, among other things:

- 22                   a)     certification of the Settlement Class for settlement purposes only pursuant  
23                           to ¶ 2.9;
- 24                   b)     preliminary approval of the Settlement Agreement as set forth herein;
- 25                   c)     appointment of Proposed Settlement Class Counsel as Settlement Class  
26                           Counsel;
- 27
- 28

- 1 d) appointment of Plaintiffs Steven Retsky, Vickey Angulo, Hamid Shalviri,  
2 Anthony Henson, Cherie O'Neal, Charles Stephanski, Marina Cardenas,  
3 and Susie Frazier-Tellas as Class Representatives;  
4 e) approval of a customary form of Short Notice to be emailed or, where a  
5 working email address is not available, mailed to Settlement Class  
6 Members, in a form substantially similar to the Short Form attached as  
7 Exhibit 3;  
8 f) approval of the Long Notice to be posted on the Settlement Website in a  
9 form substantially similar to the one attached as Exhibit 2, which, together  
10 with the Short Notice, shall include a fair summary of the parties'  
11 respective litigation positions, the general terms of the settlement set forth  
12 in the Settlement Agreement, instructions for how to object to or opt-out of  
13 the settlement, the process and instructions for making claims to the extent  
14 contemplated herein, and the date, time and place of the Final Fairness  
15 Hearing; and  
16 g) appointment of Angeion as the Claims Administrator.

17 The Short Notice and Long Notice have been reviewed and approved by the Claims  
18 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the  
19 Court for approval.

20 3.2 Notice to the Settlement Class shall be provided in accordance with the Preliminary  
21 Approval Order, and the costs of such notice, together with the Costs of Claims Administration.  
22 Attorneys' fees, costs, and expenses of Settlement Class Counsel, and Service Awards to  
23 Representative Plaintiffs, as approved by the Court, shall be paid from the Settlement Fund as set  
24 forth in ¶ 7 below. Notice shall be provided to Settlement Class Members by the Claims  
25 Administrator as follows:

- 26 a) *Class Member Information:* No later than fourteen (14) days after entry of  
27 the Preliminary Approval Order, SuperCare shall provide the Claims  
28 Administrator with the name, email address (where available), mobile

1 telephone number (where available), and last known physical address of  
2 each Settlement Class Member (collectively, "Class Member Information")  
3 that SuperCare possesses.

- 4 • The Class Member Information and its contents shall be used by the  
5 Claims Administrator solely for the purpose of performing its  
6 obligations pursuant to this Settlement Agreement and shall not be  
7 used for any other purpose at any time. Except to administer the  
8 settlement as provided in this Settlement Agreement, or provide all  
9 data and information in its possession to the Settling Parties upon  
10 request, the Claims Administrator shall not reproduce, copy, store, or  
11 distribute in any form, electronic or otherwise, the Class Member  
12 Information.

13 b) *Settlement Website:* Prior to the dissemination of the Class Notice, the  
14 Claims Administrator shall establish the Settlement Website that will inform  
15 Settlement Class Members of the terms of this Settlement Agreement, their  
16 rights, dates and deadlines and related information. The Settlement Website  
17 shall include, in .pdf format and available for download, the following: (i)  
18 the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order;  
19 (iv) this Settlement Agreement; (v) the operative Class Action Complaint,  
20 filed in the Litigation; and (vi) any other materials agreed upon by the Parties  
21 and/or required by the Court. The Settlement Website shall provide Class  
22 Members with the ability to complete and submit the Claim Form  
23 electronically.

24 c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary  
25 Approval Order and to be substantially completed not later than forty-five  
26 (45) days after entry of the Preliminary Approval Order, and subject to the  
27 requirements of this Agreement and the Preliminary Approval Order, the  
28 Claims Administrator will provide notice to the Settlement Class as follows:



- To all class members for whom SuperCare is in possession of an email address, via email to the email address provided to SuperCare either by or for the Settlement Class Members;
- To all class members for whom SuperCare does not have in its possession a valid email address (including email addresses that were returned as undeliverable), via mail to the postal address provided to SuperCare either by or for the Settlement Class. Before any mailing under this Paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;
- in the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- in the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of

1 receiving such information. This shall be the final requirement for  
2 mailing.

- 3 • Fourteen (14) days prior to the Opt-Out and Objection Deadline and  
4 also Seven (7) days prior to the Opt-Out and Objection Deadline, a  
5 reminder notice will be transmitted to all Settlement Class Members  
6 via e-mail for the Settlement Class Members for whom the Claims  
7 Administrator has been provided by SuperCare, with a valid e-mail.

8 d) Publishing, on or before the Notice Commencement Date, the Short Notice,  
9 Claim Form, and Long Notice on the Settlement Website, as specified in the  
10 Preliminary Approval Order, and maintaining and updating the website  
11 throughout the claim period;

12 e) A toll-free help line shall be made available to provide Settlement Class  
13 Members with additional information about the settlement. The Claims  
14 Administrator also will provide copies of the forms of Short Notice, Long  
15 Notice, and paper Claim Form, as well as this Settlement Agreement, upon  
16 request; and

17 f) Contemporaneously with seeking Final Approval of the Settlement,  
18 Proposed Settlement Class Counsel and SuperCare shall cause to be filed  
19 with the Court an appropriate affidavit or declaration with respect to  
20 complying with this provision of notice.

21 3.3 The Short Notice, Long Notice, and other applicable communications to the  
22 Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and  
23 agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval.  
24 The Notice Program shall commence within thirty (30) days after entry of the Preliminary Approval  
25 Order and shall be substantially completed within forty-five (45) days after entry of the Preliminary  
26 Approval Order.

1           3.4     Proposed Settlement Class Counsel and SuperCare’s counsel shall request that after  
2 notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval  
3 of the settlement set forth herein.

#### 4           **4.       Opt-Out Procedures**

5           4.1     Each Person wishing to opt-out of the Settlement Class shall individually sign and  
6 timely submit written notice of such intent to the designated Post Office box established by the  
7 Claims Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the  
8 Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out  
9 Date.

10          4.2     All Persons who submit valid and timely notices of their intent to opt-out of the  
11 Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any  
12 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within  
13 the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set  
14 forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered  
15 thereon.

#### 16          **5.       Objection Procedures**

17          5.1     Each Settlement Class Member desiring to object to the Settlement Agreement shall  
18 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:  
19 (i) the objector’s full name and address; (ii) the case name and docket number - *Retsky v. SuperCare*  
20 *Health, Inc.*, Case No. 22STCV16267 (Sup. Ct. LA County) (iii) information identifying the  
21 objector as a Settlement Class Member, including proof that the objector is a member of the  
22 Settlement Class (e.g., copy of the objector’s settlement notice, copy of original notice of the Data  
23 Incident, or a statement explaining why the objector believes he or she is a Settlement Class  
24 Member); (iv) a written statement of all grounds for the objection, accompanied by any legal  
25 support for the objection the objector believes applicable; (v) the identity of any and all counsel  
26 representing the objector in connection with the objection; (vi) a statement whether the objector  
27 and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector’s signature  
28 or the signature of the objector’s duly authorized attorney or other duly authorized representative

(if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be filed with the Court or mailed to Class Counsel and SuperCare's Counsel.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the California Rules of Appellate Procedure and not through a collateral attack.

## **6. Releases**

6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, SuperCare shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Proposed Settlement Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses SuperCare may have against such Persons including, without limitation, any claims based upon or arising out of any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that

1 are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or  
2 resolution of the Litigation or the Released Claims are specifically preserved and shall not be  
3 affected by the preceding sentence.

4 6.3 Notwithstanding any term herein, neither SuperCare nor its Related Parties shall  
5 have or shall be deemed to have released, relinquished or discharged any claim or defense against  
6 any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and  
7 Proposed Settlement Class Counsel.

8  
9 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Awards to Representative Plaintiffs**

10 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses  
11 and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms  
12 of the settlement had been agreed upon, other than that Plaintiffs and their counsel would seek  
13 reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs from the Settlement  
14 Fund and/or as ordered by the Court.

15 7.2 Settlement Class Counsel shall seek a combined award of attorneys' fees and  
16 expenses in an amount not to exceed 33% of the Settlement Fund. Proposed Settlement Class  
17 Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs,  
18 and expenses awarded by the Court among Plaintiffs' Counsel.

19 7.3 Proposed Settlement Class Counsel may make an application for an order from the  
20 Court awarding \$1,500 in Service Awards to each of the eight (8) Class Representatives.

21 7.4 If awarded by the Court, the attorneys' fees, costs, expenses, and Service Awards to  
22 Plaintiffs, as set forth above in ¶¶ 7.2 and 7.3, within fourteen (14) days after the Effective Date.  
23 Service Awards to Class Representatives and attorneys' fees, costs, and expenses, will be mailed  
24 or wired by the Claims Administrator to Proposed Settlement Class Counsel, Gary M. Klinger of  
25 Milberg Coleman Bryson Phillips Grossman, PLLC. Proposed Settlement Class Counsel shall  
26 thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel  
27 and Service Awards to Representative Plaintiffs consistent with ¶¶ 7.2 and 7.3.  
28

1           7.5     The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service  
2 Awards to Plaintiffs, are intended to be considered by the Court separately from the Court's  
3 consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court,  
4 or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any  
5 attorneys' fees, costs, expenses, and/or service award ordered by the Court to Proposed Settlement  
6 Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for  
7 cancellation or termination of this Settlement Agreement.

8           **8.     Administration of Claims**

9           8.1     The Claims Administrator shall administer and calculate the claims submitted by  
10 Settlement Class Members under ¶¶ 2.1, 2.2, and 2.3. Proposed Settlement Class Counsel and  
11 counsel for SuperCare shall be given reports as to both claims and distribution, and have the right  
12 to review and obtain supporting documentation and challenge such reports if they believe them to  
13 be inaccurate or inadequate. The Claims Administrator's and claims referee's, as applicable,  
14 determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the  
15 dispute resolution process set forth in ¶ 2.5.

16          8.2     Checks for Valid Claims shall be mailed and postmarked within sixty (60) days of  
17 the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is  
18 later.

19          8.3     All Settlement Class Members who fail to timely submit a claim for any benefits  
20 hereunder within the time frames set forth herein, or such other period as may be ordered by the  
21 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits  
22 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,  
23 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

24          8.4     No Person shall have any claim against the Claims Administrator, claims referee,  
25 SuperCare, Proposed Settlement Class Counsel, Plaintiffs, and/or SuperCare's counsel based on  
26 distributions of benefits to Settlement Class Members.

1           **9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

2           9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of  
3 the following events:

- 4                   a) the Court has entered the Order of Preliminary Approval and Publishing of  
5 Notice of a Final Fairness Hearing, as required by ¶ 3.1;  
6                   b) the Court has entered the Judgment granting final approval to the settlement  
7 as set forth herein; and  
8                   c) the Judgment has become Final, as defined in ¶ 1.13.

9           9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement  
10 shall be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class Counsel and  
11 SuperCare's counsel mutually agree in writing to proceed with the Settlement Agreement.

12           9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall  
13 furnish to Proposed Settlement Class Counsel and to SuperCare's counsel a complete list of all  
14 timely and valid requests for exclusion (the "Opt-Out List").

15           9.4 In the event that the Settlement Agreement or the releases set forth in paragraphs  
16 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement  
17 Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to  
18 their respective positions in the Litigation and shall jointly request that all scheduled litigation  
19 deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or  
20 Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have  
21 no further force and effect with respect to the Settling Parties and shall not be used in the Litigation  
22 or in any other proceeding for any purpose, and any judgment or order entered by the Court in  
23 accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.  
24 Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court  
25 or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs,  
26 expenses, and/or service awards shall constitute grounds for cancellation or termination of the  
27 Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the  
28 contrary, SuperCare shall be obligated to pay amounts already billed or incurred for costs of notice

1 to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.5 above  
2 and shall not, at any time, seek recovery of same from any other party to the Litigation or from  
3 counsel to any other party to the Litigation.

#### 4 **10. Settlement Fund**

5 10.1 Deposits. SuperCare agrees to make a payment of Two Million Two Hundred Fifty  
6 Thousand Dollars and No Cents (\$2,250,000.00) and deposit that payment into the Settlement Fund  
7 as follows: (i) SuperCare will deposit Two Hundred Fifty Thousand Dollars and No Cents  
8 (\$250,000.00) of the Settlement Fund into the Escrow Account within twenty-one (21) business  
9 days after the Court enters the Preliminary Approval Order, which shall in part be available to cover  
10 reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred  
11 prior to entry of the Final Approval Order and Judgment; (ii) SuperCare will deposit the balance of  
12 the Settlement Fund, Two Million Dollars and No Cents (\$2,000,000.00), into the Escrow Account  
13 twenty-one (21) business days after the Effective Date. For the avoidance of doubt, and for purposes  
14 of this Settlement Agreement only, SuperCare's liability shall not exceed Two Million Two  
15 Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.0) absent an express written agreement  
16 between the Parties to the contrary.

17 10.2 Custody of the Settlement Fund. The Settlement Fund shall be deposited into an  
18 appropriate trust established by the Claims Administrator but shall remain subject to the jurisdiction  
19 of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to the  
20 Settlement Agreement or returned to those who paid the Settlement Fund in the event this  
21 Settlement Agreement is voided, terminated, or cancelled.

22 10.3 Treasury Regulations and Fund Investment. The Parties agree that the Settlement  
23 Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury  
24 Regulation § 1.468 B-1, and that the Claims Administrator, within the meaning of Treasury  
25 Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting  
26 for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed with  
27 respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a  
28 qualified settlement fund from the earliest date possible and agree to any relation-back election



1 required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.  
2 Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured  
3 by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the  
4 Claims Administrator and approved by the Parties. Funds may be placed in a non-interest bearing  
5 account as may be reasonably necessary during the check clearing process. The Claims  
6 Administrator shall provide an accounting of any and all funds in the Settlement Fund, including  
7 any interest accrued thereon and payments made pursuant to this Agreement, upon request of any  
8 of the Parties. Any funds remaining in the Settlement Fund after payment of all valid Claims and  
9 expenses shall be distributed to the Electronic Frontier Foundation.

10 10.4 Taxes. All taxes relating to the Settlement Fund shall be paid out of the Settlement  
11 Fund, shall be considered an Administrative Expense, and shall be timely paid by the Claims  
12 Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and  
13 hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable  
14 by reason of any such indemnification payments). The Parties and their respective counsel have  
15 made no representation or warranty with respect to any tax treatment by any Class Representative  
16 or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or  
17 derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement  
18 Class Member shall be solely responsible for the federal, state, and local tax consequences to him,  
19 her, they, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

## 20 11. Miscellaneous Provisions

21 11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this  
22 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and  
23 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts  
24 to accomplish the terms and conditions of this Settlement Agreement.

25 11.2 The Settling Parties intend this settlement to be a final and complete resolution of  
26 all disputes between them with respect to the Litigation. The settlement compromises claims that  
27 are contested and shall not be deemed an admission by any Settling Party as to the merits of any  
28 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith

1 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with  
2 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party  
3 determines to be appropriate, any contention made in any public forum that the Litigation was  
4 brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have  
5 any liability to any other Party as it relates to the Litigation, except as set forth herein.

6 11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act  
7 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the  
8 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the  
9 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the  
10 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence  
11 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative  
12 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may  
13 file the Settlement Agreement and/or the Judgment in any action that may be brought against them  
14 or any of them to support a defense or counterclaim based on principles of *res judicata*, collateral  
15 estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim  
16 preclusion or issue preclusion or similar defense or counterclaim.

17 11.4 The Settlement Agreement may be amended or modified only by a written  
18 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

19 11.5 This Agreement contains the entire understanding between SuperCare and Plaintiffs  
20 regarding the payment of the Litigation settlement and supersedes all previous negotiations,  
21 agreements, commitments, understandings, and writings between SuperCare and Plaintiffs in  
22 connection with the payment of the Litigation settlement. Except as otherwise provided herein,  
23 each party shall bear its own costs.

24 11.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly  
25 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the  
26 Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are  
27 expressly authorized to enter into any modifications or amendments to the Settlement Agreement  
28

1 on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this  
2 Settlement Agreement and to ensure fairness to the Settlement Class.

3 11.7 Each counsel or other Person executing the Settlement Agreement on behalf of any  
4 party hereto hereby warrants that such Person has the full authority to do so.

5 11.8 The Settlement Agreement may be executed in one or more counterparts. All  
6 executed counterparts and each of them shall be deemed to be one and the same instrument. A  
7 complete set of original executed counterparts shall be filed with the Court.

8 11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the  
9 successors and assigns of the parties hereto.

10 11.10 The Court shall retain jurisdiction with respect to implementation and enforcement  
11 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the  
12 Court for purposes of implementing and enforcing the settlement embodied in the Settlement  
13 Agreement.

14 11.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him”  
15 means “him, her, or it.”

16 11.12 All dollar amounts are in United States dollars (USD).

17 11.13 Cashing a settlement check is a condition precedent to any Settlement Class  
18 Member’s right to receive monetary settlement benefits. All settlement checks shall be void ninety  
19 (90) days after issuance and shall bear the language: “This check must be cashed within ninety (90)  
20 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall  
21 have until six months after the Effective Date to request re-issuance. If no request for re-issuance  
22 is made within this period, the Settlement Class Member will have failed to meet a condition  
23 precedent to recovery of monetary settlement benefits, the Settlement Class Member’s right to  
24 receive monetary relief shall be extinguished, and SuperCare shall have no obligation to make  
25 payments to the Settlement Class Member for expense reimbursement under ¶¶ 2.1 or 2.2 or any  
26 other type of monetary relief. The same provisions shall apply to any re-issued check. For any  
27 checks that are issued or re-issued for any reason more than one hundred eighty (180) days from  
28 the Effective Date, requests for re-issuance need not be honored after such checks become void.

1 11.14 All agreements made and orders entered during the course of the Litigation relating  
2 to the confidentiality of information shall survive this Settlement Agreement.

3 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be  
4 executed, by their duly authorized attorneys.

5   
6

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[jholmes@mullen.law](mailto:jholmes@mullen.law)

*Attorneys for Defendant, SuperCare, Inc.,  
d/b/a SuperCare Health*

**EXHIBIT 1**  
(Claim Form)

Your claim must be  
submitted online or  
postmarked by:  
**MONTH DD, 2022**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

*Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*  
Case No. 22STCV16267  
**Claim Form**

**SUP**

**GENERAL INSTRUCTIONS**

You are a Settlement Class Member if you were notified that your personal information could have been accessed in a cyber-attack perpetrated on SuperCare in July 2021 (the “Data Incident”).

As a Settlement Class Member, you may be eligible to receive the following benefits:

- Credit monitoring: All Settlement Class Members and California Subclass members may claim one (1) year of three-bureau credit monitoring, including up to \$1 million in fraud insurance coverage.
- Tier 1 Benefits: All California Subclass Members may elect to claim a cash payment of \$100.
- Tier 2 Benefits: All California Subclass Members who elect to claim Tier 2 benefits (in lieu of Tier 1 benefits) and all other Settlement Class Members can claim up to \$2,500 in out-of-pocket expenses that were incurred as a result of the Data Incident.
  - Settlement Class Members and California Subclass Members who elect to claim Tier 2 benefits are also eligible to receive up to four (4) hours of lost time spent dealing with issues arising out of the Data Incident (calculated at the rate of \$25 per hour).

Please read the claim form carefully and answer all questions. Failure to provide required information and/or supporting documentation could result in a denial of your claim.

Cash payments amounts may be reduced *pro rata* (proportionately) depending on how many people submit such claims. Complete information about the Settlement and its benefits are available at **URL**.

This Claim Form may be submitted electronically *via* the Settlement Website at **URL** 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:

*SuperCare Claims Administrator*  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**Questions? Go to URL or call 1-XXX-XXX-XXXX.**

Your claim must be  
submitted online or  
postmarked by:  
**MONTH DD, 2022**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

*Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*  
Case No. 22STCV16267  
**Claim Form**

**SUP**

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**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

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**II. CREDIT MONITORING SERVICES**

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- ☐ Check this box if you wish to receive one (1) year of three-bureau credit monitoring, including up to \$1 million in fraud insurance coverage. All Settlement Class Members and California Subclass Members<sup>1</sup> are eligible for this benefit.

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**III. TIER 1: CALIFORNIA SETTLEMENT SUBCLASS MEMBERS**

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- ☐ Check this box if you are a California Subclass Member and elect to claim a cash payment of \$100.  
Note: You cannot elect to receive both Tier 1 and Tier 2 benefits.

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**IV. TIER 2: OUT-OF-POCKET EXPENSES**

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All Settlement Class Members and California Subclass Members (who elect to claim Tier 2 benefits) can claim up to \$2,500 in out-of-pocket expenses that were incurred as a result of the Data Incident, including, but not limited to: (i) unreimbursed bank fees; (ii) unreimbursed card reissuance fees; (iii) unreimbursed overdraft fees; (iv) unreimbursed charges related to unavailability of funds; (v) unreimbursed late fees; (vi) unreimbursed over-limit fees; (vii) long distance telephone charges; (viii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Incident), and text messages (if charged by

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<sup>1</sup> California Subclass includes all California residents whose Personally Identifiable Information was maintained on SuperCare's system that was compromised in the Data Incident, and who were sent a notice of the Data Incident.

**Questions? Go to URL or call 1-XXX-XXX-XXXX.**



**Your claim must be submitted online or postmarked by:  
MONTH DD, 2022**

*Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*  
Case No. 22STCV16267  
**Claim Form**

**SUP**

Complete the chart below and provide supporting documentation for your unreimbursed out-of-pocket expenses.

Cost Type	Approximate Date of Loss	Amount of Loss																		
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Description of Supporting Documentation (Identify what you are attaching and why):																				
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Description of Supporting Documentation (Identify what you are attaching and why):																				

**Questions? Go to URL or call 1-XXX-XXX-XXXX.**

Your claim must be  
submitted online or  
postmarked by:  
**MONTH DD, 2022**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

*Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*  
Case No. 22STCV16267  
**Claim Form**

**SUP**

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**V. TIER 2: LOST TIME REIMBURSEMENT**

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Settlement Class Members and California Subclass Members (who elect to claim Tier 2 benefits) are eligible to receive up to four (4) hours of lost time spent on dealing with issues arising out of the Data Incident (calculated at a rate of \$25 per hour). You must attest that you spent the lost time dealing with issues arising out of the Data Incident. Claims made for lost time are included in the \$2,500 cap for out-of-pocket expenses.

**Attestation**

☐ I attest that I spent the number of hours claimed below dealing with issues arising out of the Data Incident.

How much time did you spend? \_\_\_\_ hours

Provide a brief description of the activities completed during the above-described time:

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**VI. ATTESTATION & SIGNATURE**

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I swear and affirm 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.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim will be considered complete and valid.

---

Signature

---

Printed Name

---

Date

**Questions? Go to URL or call 1-XXX-XXX-XXXX.**

**EXHIBIT 2**  
(Long Form)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

STEVEN RETSKY, VICKEY ANGULO,  
HAMID SHALVIRI, ANTHONY HENSON,  
CHERIE O'NEAL, CHARLES STEPHANSKI,  
HARMON COTTRELL, MARINA  
CARDENAS, and SUSIE FRAZIER-TELLAS,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

SUPERCARE HEALTH, INC., and SUPER  
CARE, INC.

Defendants.

Case No. 22STCV16267

**THIS IS A COURT-AUTHORIZED NOTICE OF A PROPOSED CLASS ACTION  
SETTLEMENT THAT MAY AFFECT YOUR RIGHTS.**

**IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A  
LAWYER.**

**PLEASE READ THIS NOTICE CAREFULLY**

**To: All persons whose Personally Identifiable Information was maintained on SuperCare's system that was compromised in the July 2021 Data Incident, and who were sent a notice of the Data Incident (the "Settlement Class").**

**To: All persons residing in California whose Personally Identifiable Information was maintained on SuperCare's system that was compromised in the Data Incident, and who were sent a notice of the Data Incident (the "California Subclass").**

A proposed Settlement has been reached in a class action lawsuit against SuperCare Health, Inc., and SuperCare, Inc. ("Defendants" or "SuperCare"). The lawsuit asserts claims against the Defendants arising out of or related to a data incident perpetrated on SuperCare in July 2021, in which third-party criminals launched a cyber-attack and gained unauthorized access to and copied the personally identifiable information ("PII") of Settlement Class Members, which includes California Subclass Members (the "Data Incident"). SuperCare denies each and all of the claims and contentions alleged against it in the Litigation.

The Settlement provides for one (1) year of free three-bureau credit monitoring for Settlement Class Members and California Subclass Members. California Subclass Members may claim a \$100 cash payment. Settlement Class Members and California Subclass Members (who do not claim a \$100 cash payment) may claim monetary reimbursement for out-of-pocket expenses incurred as a result of the Data Incident up to a total of \$2,500. Settlement Class Members and California

Subclass Members (who do not claim a \$100 cash payment) may also claim up to four (4) hours (calculated at a rate of \$25 per hour) of lost time spent dealing with issues arising out of the Data Incident. Please visit [URL](#) for a full description of Settlement benefits and more information on how to submit a Claim Form. The deadline to submit a Claim Form is **Month DD, 2022**.

If you are a Settlement Class Member or California Subclass Member, your options are:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM BY</b> <b>_____, 2022</b>	You must submit a valid claim form to receive a payment or credit monitoring services from this Settlement.
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue the Defendant over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY</b> <b>_____, 2022</b>	You will receive no benefits, but you will retain your legal claims against Defendants.
<b>OBJECT BY</b> _____ <b>_____, 2022</b>	Write to the Court about why you do not like the settlement. You must remain in the Settlement Class to object to the Settlement.
<b>GO TO A HEARING ON</b> <b>_____, 2022</b>	Ask to speak in Court about the fairness of the Settlement.

The Court must give final approval to the settlement before it takes effect, but has not yet done so. No payments or settlement benefits will be issued until after the court gives final approval and any appeals are resolved.

**Please review this notice carefully.** You can learn more about the Settlement by visiting [URL](#) or by calling **1-XXX-XXX-XXXX**.

### **BACKGROUND INFORMATION**

#### ***1. Why was this Notice issued?***

You received this notice because you may be a Settlement Class Member or Settlement Subclass Member able to receive benefits from a proposed settlement of the class action lawsuit, *Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*, Case No. 22STCV16267, Superior Court of California, Los Angeles County (the “Litigation”). The Court overseeing the Litigation authorized this Notice to advise Settlement Class Members and Settlement Subclass Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

#### ***2. What is the Lawsuit about?***

The Litigation is a proposed class action lawsuit brought on behalf of all persons whose personally identifiable information may have been accessed and/or compromised by unauthorized third-party criminals as part of the Data Incident perpetrated on SuperCare in July 2021.

**3. *Why is the Lawsuit a class action?***

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who are alleged to have similar claims. Together, all of these people are the “class” and each individually is a “class member.” There are eight Representative Plaintiffs in this case: Steven Retsky, Vickey Angulo, Hamid Shalviri, Anthony Henson, Cherie O’Neal, Charles Stephanski, Marina Cardenas, and Susie Frazier-Tellas. The class in this case is referred to in this Notice as the “Settlement Class.”

**4. *Why is there a Settlement?***

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Litigation. The Representative Plaintiffs and Settlement Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiffs’ claims or Defendants’ defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risks of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that the Defendants did anything wrong, or that the Representative Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

**TERMS OF THE PROPOSED SETTLEMENT**

**5. *Who is in the Settlement Class?***

The Settlement Class is defined as all persons whose Personally Identifiable Information was maintained on SuperCare’s system that was compromised in the July 2021 Data Incident, and who were sent a notice of the Data Incident.

The California Subclass is defined as all persons residing in California whose Personally Identifiable Information was maintained on SuperCare’s system that was compromised in the Data Incident, and who were sent a notice of the Data Incident.

The Settlement Class and California Subclass specifically exclude: (i) SuperCare and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; 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 Data Incident or who pleads *nolo contendere* to any such charge.

**6. *What are the Settlement Benefits?***

SuperCare shall fund a non-reversionary settlement fund (“Settlement Fund”) in the amount of \$2,250,000 to pay all Costs of Claim Administration; all Valid Claims; any service awards to Representative Plaintiffs; and any attorneys’ fees award to Proposed Settlement Class Counsel.

The proposed Settlement provides for two tiers of monetary payments:

Tier 1: All California Subclass Members may elect to claim a cash payment of \$100.

Tier 2: All California Subclass Members who elect to claim Tier 2 benefits (in lieu of Tier 1 benefits) and all other Settlement Class Members can claim up to \$2,500 for reimbursement of out-of-pocket expenses incurred as a result of the Data Incident.

Settlement Class Members and California Subclass Members (who do not claim Tier 1 benefits) are also eligible to receive up to four (4) hours of lost time spent dealing with issues arising out of the Data Incident (calculated at the rate of \$25 per hour).

All Settlement Class Members and California Subclass Members may also claim one (1) year of three-bureau credit monitoring, which shall include up to \$1 million in fraud insurance coverage.

The calculated payment amounts may be subject to a pro rata reduction depending on the number and value of Valid Claims submitted.

SuperCare has also agreed to implement and maintain certain cybersecurity and business practice enhancements after the Data Incident and due to this Settlement.

**7. *What claims are Settlement Class Members giving up under the Settlement?***

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Class Action Settlement Agreement (“Settlement Agreement”) and any final judgment entered by the Court, and will give up their right to sue the Defendants for the claims being resolved by the Settlement. The claims that Settlement Class Members are releasing, and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit [URL](#).

**PAYMENTS TO SETTLEMENT CLASS MEMBERS**

**8. *What Tier 2 out-of-pocket expenses are included in the Settlement?***

All Settlement Class Members and California Subclass Members (who do not claim Tier 1 benefits) can claim up to \$2,500 in out-of-pocket expenses that were incurred as a result of the Data Incident, including, but not limited to:

- (i) unreimbursed bank fees;
- (ii) unreimbursed card reissuance fees;

- (iii) unreimbursed overdraft fees;
- (iv) unreimbursed charges related to unavailability of funds;
- (v) unreimbursed late fees;
- (vi) unreimbursed over-limit fees;
- (vii) long distance telephone charges;
- (viii) cell minutes (if charged by minute), Internet usage charges (if charged by the minute or by the amount of data usage and incurred solely as a result of the Data Incident), and text messages (if charged by the message and incurred solely as a result of the Data Incident);
- (ix) unreimbursed charges from banks or credit card companies;
- (x) interest on payday loans due to card cancellation or due to over-limit situation incurred solely as a result of the Data Incident;
- (xi) costs of credit report(s), credit monitoring, and/or other identity theft insurance products purchased by members of the Settlement Class between August 18, 2021 and the Claims Deadline; and
- (xii) other losses incurred by Settlement Class Members determined by the Settlement Administrator to be fairly traceable to the Data Incident, including, but not limited to, the cost of postage and fuel for local travel.

To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit (i) their name and current address; (ii) supporting documentation of such out-of-pocket expenses; and (iii) a description of the loss, if not readily apparent from the documentation.

**9. *How is reimbursement for lost time calculated?***

Settlement Class Members and California Subclass Members (who do not claim Tier 1 benefits) are eligible to receive up to four (4) hours of lost time spent dealing with issues arising out of the Data Incident (calculated at a rate of \$25 per hour). Claims made for lost time are included in the \$2,500 cap for out-of-pocket expenses.

**10. *Can I submit a claim for Tier 1 benefits if I am not a California Subclass Member?***

No. The Tier 1 payment of \$100 is limited to California Subclass Members, which includes all California residents whose Personally Identifiable Information was maintained on SuperCare's system that was compromised in the Data Incident, and who were sent a notice of the Data Incident.

**11. *Can I submit a claim for both Tier 1 and Tier 2 benefits?***



No. California Subclass Members can only submit a claim for Tier 1 or Tier 2 benefits, but not both. Settlement Class Members who are not California Subclass Members are ineligible for Tier 1 benefits but can still claim Tier 2 benefits.

### **YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER**

#### ***12. If I am a Settlement Class Member, what options do I have?***

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you wish to receive a settlement benefit, you **must** complete and submit a Claim Form postmarked or submitted online by **Month DD, 2022**. You may submit a Claim Form online at **URL**.

If you do not want to give up your right to sue the Defendants about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection in this case with the Court. If you object, you must still submit a claim if you want to receive settlement benefits.

#### ***13. What happens if I do nothing?***

If you do nothing, you will get no payment from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the claims released by the Settlement.

#### ***14. How do I submit a claim?***

You may complete the Claim Form online at **URL**. You may also obtain a paper Claim Form by downloading it at **URL** or by calling the Claims Administrator at **1-XXX-XXX-XXXX**. If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at **URL** or mail them to:

SuperCare Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

#### ***15. Who decides my Settlement claim and how do they do it?***

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

#### ***16. How do I exclude myself from the Settlement?***

You must submit a signed and written request that clearly manifests your intent to exclude yourself from the Settlement Class in the lawsuit *Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*, Case No. 22STCV16267 and include your name, address, and phone number. Your request must be postmarked by **Month DD, 2022** and sent to this address:

SuperCare Claims Administrator  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

**17. *If I exclude myself, can I receive any payment from this Settlement?***

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

**18. *If I do not exclude myself, can I sue the Defendant for the Data Incident later?***

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

**19. *How do I object to the settlement?***

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the 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.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be mailed to Class Counsel and Defendant's Counsel (at the addresses in Question 24) or filed with the Court postmarked no later than **Month DD, 2022**:

Clerk of the Court  
Superior Court of California, County of Los Angeles  
**ADD ADDRESS**

To be considered by the Court, your objection must state: (i) the objector's full name and address; (ii) the case name and docket number - *Retsky v. SuperCare Health, Inc.*, Case No. 22STCV16267 (Sup. Ct. LA County) (iii) 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 the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the

objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed to the Court only with the Court's address listed above.

### **THE COURT'S FINAL FAIRNESS HEARING**

#### ***20. How, when and where will the Court decide whether to approve the Settlement?***

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement. That hearing is scheduled for **Month DD, 2022**, at **XX:XX A.M./P.M. PST**, at **COURT ADDRESS**. At the Final Fairness Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for a service award for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check **URL** to confirm the schedule if you wish to attend.

#### ***21. Do I have to attend the hearing?***

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 19. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

#### ***22. What happens if the Court approves the Settlement?***

If the Court approves the Settlement and no appeal is taken, the Claims Administrator will send Settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. No distributions will be made without authorization from the parties.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

#### ***23. What happens if the Court does not approve the Settlement?***

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members. Settlement Class Counsel or the Representative Plaintiffs and the case will proceed as if no Settlement had been attempted.

### **THE LAWYERS REPRESENTING THE SETTLEMENT CLASS**

**24. *Who represents the Settlement Class?***

The Court has appointed the following attorneys to represent the Settlement Class and Settlement Class Members in this Lawsuit:

Gary M. Klinger  
**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Telephone: (202) 429-2290  
Facsimile: (865) 522-0049

L. Timothy Fisher (SBN 191626)  
**BURSOR & FISHER, P.A.**  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Tel: (925) 300-4455  
Fax: (925) 407-2700  
[ltfisher@bursor.com](mailto:ltfisher@bursor.com)

Jean Sutton Martin  
**MORGAN & MORGAN COMPLEX LITIGATION GROUP**  
201 N. Franklin Street, 7th Floor  
Tampa, Florida 33602  
Telephone: (813) 559-4908  
Facsimile: (813) 222-4795

These attorneys are called Settlement Class Counsel. Settlement Class Members will not be charged for the services of Settlement Class Counsel; however, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the final settlement approval hearing.

**25. *How will the lawyers for the Settlement Class be paid?***

Settlement Class Counsel will seek an order from the Court awarding an amount not to exceed 33% of the Settlement Fund for attorneys' fees and expenses. Settlement Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' Counsel.

Settlement Class Counsel will also seek an order from the Court awarding \$1,500 in service awards to each of the eight (8) Class Representatives.

**FOR MORE INFORMATION**

**26. *What if I want further information or have questions?***

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which available at [URL](#). You may contact Claims Administrator by mail, email, or phone:

SuperCare Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
[EMAIL ADDRESS](#)  
[XXX-XXX-XXXX](#)

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL FOR  
INFORMATION REGARDING THIS SETTLEMENT.**

**EXHIBIT 3**  
(Short Form Notice)

**All persons whose Personally Identifiable Information was maintained on SuperCare's system that was compromised in the July 2021 Data Incident, and who were sent a notice of the Data Incident, a class action settlement may affect your rights.**

For more information on the proposed settlement, to file a claim or objection, or to exclude yourself, call toll-free 1-XXX-XXX-XXXX or visit [Website URL](#).

**Do not contact the Court for information about the settlement.**

SuperCare Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

## «ScanString»

Postal Service: Please do not mark barcode

Claim ID: «Claim ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A Settlement has been reached with SuperCare Health, Inc. and SuperCare, Inc. (collectively, "Defendants" or "SuperCare") in a class action lawsuit about a cyber-attack perpetrated against SuperCare in July 2021 (the "Data Incident"). The class action lawsuit is *Retsky et al. v. SuperCare Health, Inc., and SuperCare Inc.*, Case No. 22STCV16267.

**Am I a Class Member?** The Settlement Class includes all persons whose Personally Identifiable Information ("PII") was maintained on SuperCare's system that was compromised in the Data Incident, and who were sent a notice of the Data Incident. The California Subclass includes all persons residing in California whose PII was maintained on SuperCare's system that was compromised in the Data Incident, and who were sent notice of the Data Incident. You were sent this notice because you have been identified as a Settlement Class Member and/or California Subclass Member.

**What benefit can I get from the settlement?** SuperCare will create a Settlement Fund in the amount of \$2,250,000 to pay for the costs of Claim Administration, all Valid Claims, any service awards to the Representative Plaintiffs, and any attorneys' fees and expenses awarded to Settlement Class Counsel. Settlement Class Members and California Subclass Members are eligible to receive one (1) year of credit monitoring. California Subclass Members are eligible to receive Tier 1 benefits in the form of a \$100 payment. Settlement Class Members and California Subclass Members who do not claim Tier 1 benefits are eligible to receive up to \$2,500 reimbursement for out-of-pocket expenses incurred as a result of the Data Incident. Settlement Class Members and California Subclass Members who do not claim Tier 1 benefits are also eligible for up to four (4) hours of lost time (at \$25/ hour) spent dealing with issues arising out of the Data Incident. Claim Forms may be submitted online at [Website URL](#) or printed from the website and mailed to the Claims Administrator postmarked no later than

**Deadline Date.**

**What are my other options?** If you don't want to make a claim and you don't want to be legally bound by the settlement, your request to be excluded must be mailed postmarked no later than **Deadline Date**, or you will not be able to sue, or continue to sue, the Defendants about the claims and allegations in this case. If you want to stay in the Settlement Class/California Subclass, but you want to object to the settlement and/or to Settlement Class Counsel's request for attorneys' fees and expenses, your objection must be filed with the Court no later than **Deadline Date**. Refer to the settlement website and the Long Notice for complete information and instructions on how to exclude yourself from or object to the Settlement.

**Do I have a lawyer in this case?** Yes. The Court has appointed the law firms of *Milberg Coleman Bryson Phillips Grossman, PLLC, Morgan and Morgan Complex Litigation Group, and Bursor & Fisher, P.C.* to represent you and the Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services.

**The Court's Final Approval Hearing.** The Court's Final Approval Hearing will take place on **DATE at TIME** at the **Court Address**, to consider whether to approve (1) the settlement; (2) Settlement Class Counsel's request for attorneys' fees and expenses of up to 33% of the Settlement Fund; and (3) Service Awards of \$1,500 to each of the Representative Plaintiffs. You may appear at the Final Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit [Website URL](#) for updated information

**Where can I get more information?** Please visit the settlement website at [Website URL](#) or call toll free 1-XXX-XXX-XXXX to obtain more complete information about the proposed settlement and your rights.



# **EXHIBIT 4**

(Proposed Preliminary Approval Order)

1                                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
2                                   **FOR THE COUNTY OF LOS ANGELES**

3       STEVEN RETSKY, VICKEY ANGULO,  
4       HAMID SHALVIRI, ANTHONY HENSON,  
5       CHERIE O'NEAL, CHARLES STEPHANSKI,  
6       HARMON COTTRELL, MARINA  
      CARDENAS, and SUSIE FRAZIER-TELLAS,  
      on behalf of themselves and all others similarly  
      situated,

7                                   Plaintiffs,

8                   v.

9       SUPER CARE, INC., d/b/a SUPERCARE  
      HEALTH

10                               Defendant.  
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Case No. 22STCV16267

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
CONDITIONALLY CERTIFYING  
SETTLEMENT CLASS FOR  
SETTLEMENT PURPOSES ONLY**

Hon. Stuart M. Rice

Comp. Filed: May 16, 2022  
Trial Date: Not Set.

13                   **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**  
14                   **ACTION SETTLEMENT AND CONDITIONALLY CERTIFYING SETTLEMENT**  
15                   **CLASS FOR SETTLEMENT PURPOSES ONLY**

16           **WHEREAS**, a Settlement Agreement was made and entered into by and among the  
17 following Settling Parties: (i) Steven Retsky, Vickey Angulo, Hamid Shalviri, Anthony Henson,  
18 Cherie O'Neal, Charles Stephanski, Marina Cardenas, and Susie Frazier-Tellas (collectively the  
19 "Representative Plaintiffs"), individually and on behalf of the Settlement Class Members, by and  
20 through Settlement Class Counsel; and (ii) Super Care, Inc., d/b/a SuperCare Health  
21 ("SuperCare" or "Defendant") (the "Settlement Agreement"), for the benefit of all Released  
22 Parties, by and through the Defendant's counsel of record; and  
23

24           **NOW THEREFORE**, having reviewed and considered the submissions presented with  
25 respect to the settlement set forth in the Settlement Agreement and the record in these  
26 proceedings, having heard and considered the evidence presented by the parties and the  
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arguments of counsel, having determined preliminarily that the settlement set forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. The Court incorporates by reference the definitions set forth in the Settlement Agreement.
2. The Court finds it has personal and subject-matter jurisdiction over this matter, the Settling Parties, and all Settlement Class Members.
3. The Court certifies, for settlement purposes only, a Settlement Class defined as: “all persons whose Personally Identifiable Information was maintained on SuperCare’s system that was compromised in the Data Incident, and who were sent a notice of the Data Incident.”
4. The Court certifies, for settlement purposes only, a California Subclass defined as: “all persons residing in California whose Personally Identifiable Information was maintained on SuperCare’s system that was compromised in the Data Incident, and who were sent a notice of the Data Incident.”
5. The Court appoints Morgan & Morgan Complex Litigation, Milberg Coleman Bryson Phillips Grossman, and Bursor & Fisher, P.C. as Settlement Class Counsel.
6. The Court appoints Steven Retsky, Vickey Angulo, Hamid Shalviri, Anthony Henson, Cherie O’Neal, Charles Stephanski, Marina Cardenas, and Susie Frazier-Tellas as Class Representatives.
7. The Court appoints Angeion Group, LLC as the Claims Administrator.
8. The Court, preliminarily finding the form, content, and method of dissemination of notice to be given to Class Members to be adequate and reasonable, and constitute the best notice practicable under the circumstances, orders Angeion to provide notice to the Class Members and perform services as set forth in the Settlement Agreement.

1 9. The Court orders Defendant to pay the funds due to the Settlement Fund as set forth in the  
2 Settlement Agreement.

3 10. The Court orders any Class Members to make claims, opt-out, and/or object in the manner  
4 and in the time frame set forth by the Settlement Agreement.

5 11. For clarity, the following are the dates related to settlement approval:  
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Event	Timing
Notice Commencement Date	30 Days after Preliminary Approval
Claims Deadline	90 Days after the Notice Commencement Date
Opening Papers in Support of Final Approval	120 Days after Preliminary Approval
Class Counsels' Fee Request	120 Days after Preliminary Approval
Application for Service Awards	120 Days after Preliminary Approval
Last Day to Object or Opt Out	60 Days after the Notice Commencement Date
Reply Papers in Support of Final Approval	14 Days Prior to the Final Approval Hearing
Response to Plaintiff's Fee Request (if any)	14 Days Prior to the Final Approval Hearing
Responses to any Objections	14 Days Prior to the Final Approval Hearing
Final Approval Hearing	150 Days after Preliminary Approval, or shortly thereafter

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17 **IT IS SO ORDERED.**

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The Honorable Stuart M. Rice  
Superior Court Judge  
Los Angeles Superior Court  
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# **EXHIBIT 5**

(Proposed Final Approval Order)

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Case No. 22STCV16267

**[PROPOSED] JUDGMENT AND  
FINAL APPROVAL**

Hon. Stuart M. Rice

Comp. Filed: May 16, 2022  
Trial Date: Not Set.

**[PROPOSED] JUDGMENT AND FINAL APPROVAL**

**WHEREAS**, on \_\_\_\_\_, the Court entered an Order of Preliminary Approval Order (“Preliminary Approval Order”) that, among other things, (a) preliminarily certified a nationwide class and California subclass for the purposes of settlement only; (b) preliminarily approved the Settlement Agreement; (c) provisionally appointed Morgan & Morgan Complex Litigation, Milberg Coleman Bryson Phillips Grossman, and Bursor & Fisher, P.C. as Settlement Class Counsel; (d) provisionally appointed Plaintiffs as Representative Plaintiffs; (e) appointed

1 Angeion Group, LLC as the Claims Administrator; (f) approved the form of notice to Settlement  
2 Class Members, and the method of dissemination thereof; (g) directed that the notice of the  
3 Settlement be disseminated to the Class; and (h) set a hearing date for the Final Fairness Hearing;  
4 and

5  
6 **WHEREAS**, notice to the Settlement Class ordered by the Court has been disseminated  
7 as ordered, according to the declaration of the Claims Administrator filed with the Court on  
8 \_\_\_\_\_; and

9 **WHEREAS**, on \_\_\_\_\_, a Final Fairness Hearing was held on whether the  
10 settlement set forth in the Settlement Agreement was fair, reasonable, adequate, and in the best  
11 interests of the Class, such hearing date being a due and appropriate number of days after such  
12 notice to the Settlement Class; and

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14 **NOW THEREFORE**, having reviewed and considered the submissions presented with  
15 respect to the settlement set forth in the Settlement Agreement and the record in these  
16 proceedings, having heard and considered the evidence presented by the parties and any non-  
17 party objectors, as well as the arguments of counsel, and having determined that the settlement set  
18 forth in the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the  
19 Class;

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21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

- 22 1. The Court incorporates by reference the definitions set forth in the Settlement Agreement  
23 and the Preliminary Approval Order.
- 24 2. The Court finds it has personal and subject-matter jurisdiction over this matter, the  
25 Settling Parties, and all Class Members.
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- 1       3. The form, content, and method of dissemination of the notice given to the Class  
2       were adequate and reasonable, and constituted the best notice practicable under the  
3       circumstances.
- 4       4. The notice, as given, provided valid, due, and sufficient notice of the proposed settlement,  
5       the terms and conditions set forth in the Settlement Agreement, and these proceedings to  
6       all persons entitled to such notice, and said notice fully satisfied the requirements of the  
7       California Rules of Court and due process.
- 8       5. The Representative Plaintiffs and Settlement Class Counsel fairly and adequately  
9       represented the interests of Class Members in connection with the settlement set forth in  
10      the Settlement Agreement. Thus, the Court appoints Morgan & Morgan Complex  
11      Litigation, Milberg Coleman Bryson Phillips Grossman, and Bursor & Fisher, P.C. as  
12      Settlement Class Counsel. The Court also Plaintiffs as Representative Plaintiffs.
- 13      6. [All objections to the settlement set forth in the Settlement Agreement having been  
14      considered and having been found either to be mooted by the settlement or not supported  
15      by credible evidence, the settlement set forth in the Settlement Agreement is in all  
16      respects, fair, adequate, reasonable, proper, and in the best interests of the Class, and is  
17      hereby approved.]
- 18      7. Every Class Member who exercised their right to opt out of the Settlement is hereby  
19      excluded from the Settlement Class.
- 20      8. Representative Plaintiffs, Defendant, the Claims Administrator, and Class  
21      Members shall consummate the Settlement according to the terms of the Settlement  
22      Agreement.



- 1 9. The Settlement Agreement, and each and every term and provision thereof, shall  
2 be deemed incorporated herein as if explicitly set forth herein and shall have the full force  
3 and effect of an order of this Court.
- 4 10. The Released Claims of each Class Member are hereby extinguished as against the  
5 Released Persons.
- 6 11. The Court having considered Plaintiffs' Motion for Attorney's Fees, Costs, and Expenses  
7 and Service Awards to Representative Plaintiffs hereby grants the Motion and awards  
8 Plaintiffs' counsel are awarded \$ \_\_\_\_\_ for their fees and expenses in the case,  
9 hereby extinguishing any claims for any such fees, costs or expenses as against the  
10 Released Persons. The Court further awards each Representative Plaintiff a Service  
11 Award in the amount of \$ \_\_\_\_\_ (for a total of \$ \_\_\_\_\_).
- 12 12. Without affecting the finality of this Judgment in any way, this Court retains  
13 continuing jurisdiction over the Settling Parties and the Class for the administration,  
14 consummation, and enforcement of the terms of the Settlement Agreement as set forth in  
15 the Settlement Agreement.
- 16 13. In the event the Effective Date does not occur, this Judgment Order shall be  
17 rendered null and void and shall be vacated and, in such event, as provided in the  
18 Settlement Agreement, this Judgment and all orders entered in connection herewith shall  
19 be vacated and null and void.

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23 **IT IS SO ORDERED.**

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25 \_\_\_\_\_  
26 The Honorable Stuart M. Rice  
27 Superior Court Judge  
28 Los Angeles Superior Court

# **EXHIBIT 6**

# **EXHIBIT 6**

## **CYBERSECURITY & BUSINESS PRACTICE ENHANCEMENTS**

- Conducted penetration testing and security risk assessment to identify vulnerabilities and address results;
- Replaced prior Endpoint Detection & Response (EDR) solution with a new managed EDR tool on all systems;
- Implemented cloud-based identity and access management system and physical authentication token to replace soft authentication token for multi-factor authentication;
- Increased network segmentation and implemented further restrictions on access to corporate services and resources; and
- Updated end user cybersecurity awareness training.