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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

BRANDI ADAMS and TREVOR HOLDEN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIBRATED HEALTHCARE SYSTEMS, LLC and CALIBRATED HEALTHCARE, LLC,

Defendants.

Lead Case No.: 8:24-cv-01754-JWH-KES

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 This Class Action Settlement Agreement and Release, dated Sept. 17, 2025, is
3 made and entered into by and among the Class Representatives Brandi Adams and
4 Trevor Holden, for themselves individually and on behalf of the Settlement Class,¹
5 and Defendants Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC
6 (collectively, the “Parties”). This Agreement is intended by the Parties to fully, finally,
7 and forever resolve, discharge, and settle all of the Class Representatives and the
8 Settlement Class’s Released Claims, upon and subject to the terms and conditions
9 hereof, and subject to the Court’s approval.

10 **I. BACKGROUND**

11 **WHEREAS**, on or about February 26, 2024, Calibrated became aware of a
12 security incident during which unauthorized parties accessed certain systems within its
13 computer network between February 25, 2024 and February 26, 2024, and, during that
14 timeframe, certain files containing the personally identifiable information (“PII”) and
15 protected health information (“PHI”) (collectively, “Confidential Information”) of its
16 patients were allegedly accessed, viewed, copied, and disclosed without authorization
17 (“Data Breach”). Calibrated subsequently sent Plaintiffs and Class Members a letter
18 entitled “Notice of Data Breach.”

19 **WHEREAS**, following the announcement of the alleged Data Breach, two
20 putative class action complaints were filed concerning the Data Breach in the Central
21 District of California: *Adams v. Calibrated Healthcare Systems, LLC, et al.*, Case No.
22 8:24-cv-01754; and *Holden v. Calibrated Healthcare, LLC*, Case No. 5:24-cv-01946.

23 **WHEREAS**, those cases were consolidated before the Honorable John W.
24 Holcomb of the Central District of California under lead case *Adams v. Calibrated*
25 *Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754 (C.D. Cal.). (Dkt. 35.)

26 _____
27
28 ¹ Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Paragraph IV.A. herein entitled “Definitions.”

1 **WHEREAS**, Daniel S. Robinson of Robinson Calcagnie, Inc. and Todd S.
2 Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLC were appointed as
3 Interim Co-Lead Class Counsel and members of the Plaintiffs’ Steering Committee.
4 (Dkt. 29, 35.)

5 **WHEREAS**, on January 10, 2025, Plaintiffs filed a Consolidated Class Action
6 Complaint, alleging the Data Breach exposed Plaintiffs’ and Class Members’ names,
7 dates of birth, medical diagnosis/treatment information, health insurance information,
8 including claims and billing information, and, for some patients, their Social Security
9 number and/or driver’s license number (collectively, “Confidential Information”).
10 (Dkt. 36.) Plaintiffs alleged against all Defendants claims for: (1) violation of the
11 California Confidentiality of Medical Information Act (“CMIA”) (Cal. Civ. Code §
12 56, *et seq.*); (2) violation of the California Consumer Privacy Act (“CCPA”) (Cal. Civ.
13 Code § 1798.150, *et seq.*); (3) violation of the California Unfair Competition Law
14 (“UCL”) (Cal. Bus. & Prof. Code § 17200, *et seq.*) for unlawful, fraudulent, and unfair
15 business practice; (4) violation of California Consumers Legal Remedies Act
16 (“CLRA”) (Cal. Civ. Code § 1750, *et seq.*); (5) violation of California Consumer
17 Records Act (“CRA”) (Cal. Civ. Code § 1798.82, *et seq.*); (6) negligence; (7) invasion
18 of privacy; (8) breach of contract; (9) breach of implied contract; and (10) unjust
19 enrichment. (Dkt. 36.)

20 **WHEREAS**, on February 11, 2025, the Court approved the Parties’ Stipulation
21 to extend the time for Calibrated to respond to the Complaint to June 11, 2025, to allow
22 the Parties to attend private mediation on May 21, 2025. (Dkt. 38.)

23 **WHEREAS**, the Parties engaged in pre-mediation discovery and extensive
24 arm’s-length settlement negotiations and, on May 21, 2025, participated in a full-day
25 mediation session before experienced mediator Jill R. Sperber, Esq. While there was
26 no resolution at the mediation, the Parties continued to engage in arm’s-length
27 settlement negotiations through Ms. Sperber.

28 **WHEREAS**, on June 10, 2025, the Parties informed the Court that they did not

1 reach a resolution at mediation, but they continued to negotiate in good faith and were
2 making progress towards a resolution and requested a further extension for Calibrated
3 to respond to the Complaint to July 11, 2025, which the Court approved on June 11,
4 2025. (Dkt. 39-40.)

5 **WHEREAS**, the Parties continued to engage in extensive arm’s-length
6 settlement negotiations through Ms. Sperber, and subsequently reached an agreement
7 in principle to settle the Action in full on a class-wide basis, which they informed the
8 Court through a Joint Notice of Settlement on July 3, 2025. (Dkt. 41.)

9 **WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all
10 Claims, actions, and proceedings asserted, or that could be asserted, against
11 Defendants Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC, and
12 the other Released Parties arising out of or related in any way to the alleged Data
13 Breach, by or on behalf of members of the Settlement Class herein defined, but
14 excluding those who submit a proper and timely Request for Exclusion from the
15 Settlement Class after receiving notice of this Settlement or as otherwise stated in this
16 Agreement.

17 **II. PLAINTIFFS’ CLAIMS AND BENEFITS OF THE SETTLEMENT**

18 **WHEREAS**, Plaintiffs and Class Counsel have conducted a thorough
19 examination of the law and facts relating to the matters at issue in the Action regarding
20 Plaintiffs’ claims and Defendants’ potential defenses. Based on an analysis of the facts
21 and the law applicable to Plaintiffs’ claims in the Action, and taking into account the
22 burden and expense of continued litigation, including the risks and uncertainties
23 associated with class certification, a protracted trial and appeal(s), as well as the fair,
24 cost-effective, and assured method of resolving the claims of the Settlement Class,
25 Plaintiffs and Class Counsel believe that resolution is an appropriate and reasonable
26 means of ensuring that the Settlement Class is afforded important benefits and
27 protections as expediently as possible. Plaintiffs and Class Counsel have also taken
28 into account the uncertain outcome and the risk of further litigation, as well as the

1 difficulties and delays inherent in such litigation.

2 **WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this
3 Agreement confer substantial benefits upon the Settlement Class and have determined
4 that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

5 **WHEREAS**, Defendants similarly have concluded that this Agreement is
6 desirable to avoid the time, risk, and expense of defending protracted litigation, and to
7 resolve finally and completely the claims of Plaintiffs and the Settlement Class, which
8 they vigorously dispute on the merits.

9 **III. FOR SETTLEMENT PURPOSES ONLY**

10 **WHEREAS**, this Agreement, whether or not consummated, and any actions or
11 proceedings taken pursuant to this Agreement, are for settlement purposes only and
12 Defendants specifically deny any and all wrongdoing. The existence of, terms in, and
13 any action taken under or in connection with this Agreement shall not constitute, be
14 construed as, or be admissible in evidence as, any admission by Defendants of: (i) the
15 validity of any claim, defense, or fact asserted in the Action or any other pending or
16 future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind.

17 **IV. TERMS OF SETTLEMENT**

18 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and
19 among Plaintiffs, individually and on behalf of the Settlement Class, and Defendants
20 that, subject to Court approval, the Action and Released Claims shall be finally and
21 fully compromised, settled, and released, and a Judgment and Final Approval Order
22 shall be entered subject to the following terms and conditions of this Settlement
23 Agreement.

24 **A. Definitions**

25 As used herein, in addition to any definitions set forth elsewhere in this
26 Agreement, the following terms shall have the meanings set forth below:

27 1. “**Action**” means the consolidated class action captioned *Adams,*
28 *et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-

1 KES (C.D. Cal.), before the Honorable John W. Holcomb in the Central District of
2 California.

3 2. “*Administrative Expenses*” means all expenses incurred in the
4 administration of this Settlement, including, without limitation, all Notice Expenses,
5 locating Settlement Class Members, determining the eligibility of any person to be a
6 Settlement Class Member, administrating and processing Settlement Class Member
7 Claim Forms, and administering, calculating, and distributing the Settlement Fund to
8 Settlement Class Members. Administrative Expenses also include all reasonable third-
9 party fees and expenses incurred by the Settlement Administrator in administering the
10 terms of this Agreement. If appointed by the Court, Simpluris has agreed to cap the
11 cost for administration at \$135,000.00.

12 3. “*Agreement*,” “*Settlement Agreement*,” or “*Settlement*” mean
13 this Class Action Settlement Agreement and Release (including all exhibits hereto).

14 4. “*Approved Claim*” means a claim for either an Out-of-Pocket
15 Costs Payment or a Documented Time Payment as evidenced by a Claim Form
16 submitted by a Settlement Class Member that: (a) is timely and submitted in
17 accordance with the directions on the Claim Form and the terms of this Agreement; (b)
18 satisfies the conditions for Out-of-Pocket Costs or Documented Time; and (c) has been
19 approved by the Settlement Administrator; or (d) otherwise is accepted by the Court.

20 5. “**CAFA Notice**” means a notice of the proposed Settlement in
21 compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec.
22 1711, *et seq.* (“CAFA”), to be served upon the appropriate State official in each State
23 where Class Member resides and the appropriate federal official within ten (10) days
24 of the filing of the Motion for Preliminary Approval. Costs for preparation and
25 issuance of the CAFA Notice will be paid from the Settlement Fund.

26 6. “*Claimant*” means a Settlement Class Member who submits a
27 timely and valid Claim Form for Out-of-Pocket Costs or Documented Time.

28 7. “*Claim Form*” means the form attached hereto as **Exhibit A**, as

1 approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail)
2 or electronically (*via* the Settlement Website) by Settlement Class Members who wish
3 to file a claim for Out-of-Pocket Costs or Documented Time pursuant to the terms and
4 conditions of this Agreement or elect to receive their Settlement Payment
5 electronically pursuant to Paragraph 78. The Claim Form shall be available for
6 download from the Settlement Website. The Settlement Administrator shall mail a
7 Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

8 8. “**Claims Deadline**” means the date by which all Claim Forms
9 must be submitted electronically or postmarked to be considered timely and shall be
10 set as the date ninety (90) days after the Notice Date, or such other date as the Court
11 may order. The Claims Deadline shall be clearly set forth in the Long Form Notice,
12 the Summary Notice, the Claim Form, and the Court’s order granting
13 Preliminary Approval.

14 9. “**Claims Period**” means the period during which Settlement Class
15 Members may submit Claim Forms to receive Out-of-Pocket Costs and Documented
16 Time and shall commence on the Notice Date and shall end on the date ninety (90)
17 days thereafter, or such other date as the Court may order.

18 10. “**Class Counsel**” means attorneys Daniel S. Robinson of
19 Robinson Calcagnie, Inc. and Todd S. Garber of Finkelstein, Blankinship, Frei-
20 Pearson & Garber, LLC.

21 11. “**Class Representatives**” and “**Plaintiffs**” mean Brandi Adams
22 and Trevor Holden.

23 12. “**Complaint**” means the Consolidated Class Action Complaint
24 filed in the Action on January 10, 2025. (Dkt. 36.)

25 13. “**Confidential Information**” means Plaintiffs’ and Class
26 Members’ names, dates of birth, medical diagnosis/treatment information, health
27 insurance information, including claims and billing information, and, for some
28 patients, their Social Security number and/or driver’s license number.

1 14. “**Court**” means the United States District Court for the Central
2 District of California, Southern Division, the Honorable John W. Holcomb (or any
3 judge sitting in his stead or to whom the Action may be transferred) presiding.

4 15. “**Data Breach**” refers to the alleged data breach that is the subject
5 of this Action, namely the alleged February 25-26, 2024, ransomware attack on
6 Calibrated, which compromised certain of its systems that contained Plaintiffs’ and
7 Class Members’ information, including potentially PII and PHI.

8 16. “**Defendants**” means, collectively, Calibrated Healthcare
9 Systems, LLC and Calibrated Healthcare, LLC.

10 17. “**Defendants’ Counsel**” means Casie D. Collignon, Jason A. Orr,
11 and Michael A. Kushner of Baker & Hostetler LLP on behalf of Defendants.

12 18. “**Documented Time**” refers to time actually spent by a Settlement
13 Class Member supported by Reasonable Documentation for attempting to remedy or
14 remedying issues fairly traceable to the alleged Data Breach, including time spent on
15 any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees,
16 declined payment fees, overdraft fees, returned check fees, customer service fees, card
17 cancellation or replacement fees, credit-related costs related to purchasing credit
18 reports, credit monitoring or identity theft protection, placing a freeze or alert on credit
19 reports, and replacing a driver’s license, state identification card, or social security
20 number.

21 19. “**Effective Date**” means one business day following the latest of:
22 (i) the deadline for filing or noticing any appeal of the Final Approval Order and
23 Judgment if a notice of appeal has not been filed; (ii) in the event of an appeal, the date
24 of the appellate court’s mandate, provided that the mandate finally affirms and leaves
25 in place the Final Approval Order and Judgment without any material modification; or
26 (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding
27 on certiorari with respect to the Final Approval Order and Judgment.

28 20. “**Fee Award and Costs**” means the amount of attorneys’ fees and

1 reimbursement of Litigation Costs awarded by the Court to Class Counsel.

2 21. “***Final Approval Order and Judgment***” means, collectively, an
3 order and judgment that the Court enters after the Final Approval Hearing, which
4 finally approves the Settlement Agreement and dismisses the Action with prejudice
5 and without material change to the Parties’ agreed-upon proposed final approval order
6 and judgment attached hereto as **Exhibit B** and **Exhibit C**, respectively.

7 22. “***Final Approval Hearing***” means the hearing to be conducted by
8 the Court to determine the fairness, adequacy, and reasonableness of the Settlement
9 Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the
10 Final Approval Order and Judgment. The Parties shall request that the Court schedule
11 the Final Approval Hearing for a date that complies with the Class Action Fairness Act
12 (“CAFA”) notice provisions in 28 U.S.C. §1715(d).

13 23. “***Litigation Costs***” means costs and expenses incurred by Class
14 Counsel in connection with commencing, prosecuting, and settling the Action.

15 24. “***Long Form Notice***” means the long form notice of settlement,
16 substantially in the form attached hereto as **Exhibit D**.

17 25. “***Medical Monitoring and Identity Theft Insurance Services***”
18 means the medical monitoring and identity theft insurance services that will
19 automatically be provided to Settlement Class Members by CyEx, as further set forth
20 in Paragraph 75 of this Agreement.

21 26. “***Monetary Payment***” refers to the payment automatically
22 distributed to each Settlement Class Member from the Net Settlement Fund for the
23 alleged damages they suffered as a result of having their Confidential Information
24 allegedly disclosed during the Data Breach, which includes the damages for the claims
25 brought under the California Confidentiality of Medical Information Act, Cal. Civ.
26 Code § 56, *et seq.*

27 27. “***Net Settlement Fund***” means the amount of funds that remain in
28 the Settlement Fund after funds are paid from or allocated for payment from the

1 Settlement Fund for the following: (i) reasonable Administrative Expenses incurred
2 pursuant to this Settlement Agreement, (ii) Taxes, (iii) the cost of procuring Medical
3 Monitoring and Identity Theft Insurance Services for all Settlement Class Members,
4 (iv) any Service Awards approved by the Court, and (v) any Fee Award and Costs
5 approved by the Court.

6 28. “*Non-Profit Residual Recipient*” means Electronic Frontier
7 Foundation, a 26 U.S.C. § 501(c)(3) non-profit organization.

8 29. “*Notice Date*” means the date upon which Settlement Class
9 Notice is first disseminated to the Settlement Class, which shall be within thirty (30)
10 days of the Settlement Administrator receiving the Settlement Class List from
11 Defendants, or such other date as the Court may order.

12 30. “*Notice Expenses*” means all reasonable costs and expenses
13 expended in the execution of the Notice Plan, including: (i) all costs and expenses
14 incurred in connection with preparing, printing, mailing, disseminating, posting,
15 promoting, emailing, hosting on the Internet, and publishing the Settlement Class
16 Notice, identifying members of the Settlement Class, and informing them of the
17 Settlement, and (ii) any other reasonable and necessary Notice and Notice-
18 related expenses.

19 31. “*Notice Plan*” means the plan described in this Agreement for
20 disseminating Notice to the Settlement Class Members of the terms of this Agreement
21 and the Final Approval Hearing. Under the Notice Plan, Settlement Class Members
22 identified in the Settlement Class List will be mailed the Summary Notice.

23 32. “*Objection Deadline*” means the date by which Settlement Class
24 Members must file and postmark all required copies of any written objections, pursuant
25 to the terms and conditions herein, to this Settlement Agreement and to any application
26 or motion for: (i) the Fee Award and Costs, or (ii) the Service Awards, which shall be
27 sixty (60) days following the Notice Date, or such other date as the Court may order.

28 33. “*Opt-Out Period*” means the period in which a Settlement Class

1 Member may submit a Request for Exclusion, pursuant to the terms and conditions
2 herein, which shall expire sixty (60) days following the Notice Date, or such other date
3 as the Court may order. The deadline for filing a Request for Exclusion will be clearly
4 set forth in the Settlement Class Notice.

5 34. **“Out-of-Pocket Costs”** means out-of-pocket costs or
6 expenditures supported by Reasonable Documentation that a Settlement Class Member
7 actually incurred, including unreimbursed losses and consequential expenses
8 (including late fees, declined payment fees, overdraft fees, returned check fees,
9 customer service fees, card cancellation or replacement fees, credit-related costs
10 related to purchasing credit reports, credit monitoring or identity theft protection, costs
11 to place a freeze or alert on credit reports, and costs to replace a driver’s license, state
12 identification card, or social security number) that are related to any identity theft and
13 fraud fairly traceable to the alleged Data Breach and incurred on or after February 25,
14 2024.

15 35. **“Parties”** means, collectively, the Class Representatives and
16 Defendants.

17 36. **“Person”** means any individual, corporation, trust, partnership,
18 limited liability company or other legal entity and their respective predecessors,
19 successors or assigns.

20 37. **“Preliminary Approval Order”** means the Court’s Order
21 preliminarily approving the Settlement without material modifications to the proposed
22 order or this Agreement that are unacceptable to all Parties. A Proposed Preliminary
23 Approval Order is attached to this Agreement as **Exhibit E**.

24 38. **“Reasonable Documentation”** means documentation
25 establishing a claim for Out-of-Pocket Costs or Documented Time, including, but not
26 limited to, credit card statements, bank statements, invoices, telephone records,
27 personal declarations or affidavits, and receipts. Out-of-Pocket Costs or Documented
28 Time cannot be documented solely by a personal certification, declaration, or affidavit

1 from the Claimant; a Settlement Class Member must provide supporting
2 documentation.

3 39. ***“Released Claims”*** means any and all claims or causes of action,
4 including any causes of action in law, claims in equity, complaints, suits or petitions,
5 and any allegations of wrongdoing, demands for legal, equitable or administrative
6 relief (including, but not limited to, any claims for injunction, rescission, reformation,
7 restitution, disgorgement, constructive trust, declaratory relief, attorneys’ fees, costs,
8 interest or expenses) that the Releasing Parties had or have prior to the Effective Date
9 (including, but not limited to, assigned claims and any and all “Unknown Claims” as
10 defined below) that have been or could have been asserted in the Action or in any other
11 action or proceeding before any court, arbitrator(s), tribunal, or administrative body
12 (including but not limited to any state, local or federal regulatory body), arising from
13 the alleged Data Breach or the acts, omissions, or other conduct by Defendants as
14 alleged in the Action or that could have been alleged in the action, regardless of
15 whether the claims or causes of action are based on federal, state, or local law, statute,
16 ordinance, regulation, contract, common law, or any other source. The Released
17 Claims shall specifically include the claims in this Action for (1) violation of the
18 California Confidentiality of Medical Information Act (“CMIA”) (Cal. Civ. Code §
19 56, *et seq.*); (2) violation of the California Consumer Privacy Act (“CCPA”) (Cal. Civ.
20 Code § 1798.150, *et seq.*); (3) violation of the California Unfair Competition Law
21 (“UCL”) (Cal. Business & Professions Code § 17200, *et seq.*) for unlawful, fraudulent,
22 and unfair business practice; (4) violation of California Consumers Legal Remedies
23 Act (“CLRA”) (Cal. Civ. Code § 1750, *et seq.*); (5) violation of California Consumer
24 Records Act (“CRA”) (Cal. Civ. Code § 1798.82, *et seq.*); (6) negligence; (7) invasion
25 of privacy; (8) breach of contract; (9) breach of implied contract; and (10) unjust
26 enrichment. Released Claims for any Person in the Settlement Class identified on the
27 Settlement Class List shall consist of a release of claims to the extent permitted
28 pursuant to Federal Rules of Civil Procedure 23(b)(3).

1 40. “**Released Parties**” means:

- 2 • Defendants and their respective predecessors, successors,
3 assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their
4 past, present, and future officers, directors, employees, stockholders, partners,
5 servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees,
6 and assigns of any of the foregoing;
- 7 • Plaintiffs and Class Counsel; and
- 8 • All data owners whose data may have been compromised
9 in the Data Breach, and their respective predecessors, successors, assigns, parents,
10 subsidiaries, divisions, affiliates, departments, and any and all of their past, present,
11 and future officers, directors, employees, stockholders, partners, servants, agents,
12 successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of
13 any of the foregoing.

14 Each of the Released Parties may be referred to individually as a
15 “Released Party.”

16 41. “**Releasing Parties**” means Plaintiffs, all Persons in the
17 Settlement Class, including those submitting or not submitting a claim form for a
18 Settlement Benefit. For minor children, “Releasing Parties” also includes their parents,
19 guardians, guardian ad litem, or any like fiduciary. Each of the Releasing Parties may
20 be referred to individually as a “Releasing Party.” The Releasing Parties shall release
21 claims to the fullest extent permitted pursuant to Federal Rule of Civil Procedure 23.
22 The Releasing Parties shall exclude any individual who timely submits a proper and
23 timely Request for Exclusion, as defined below.

24 42. “**Request for Exclusion**” is the written communication by an
25 individual, or his or her legal representative, in which he or she requests to be excluded
26 from the Settlement Class.

27 43. “**Service Awards**” means the amount of remuneration to be paid
28 to the Class Representatives in recognition of their efforts on behalf of the Settlement

1 Class, in an amount to be ordered by the Court, as set forth in Section IV.K.

2 44. “**Settlement Administrator**” means the qualified third-party
3 administrator and agent agreed to by the Parties and approved and appointed by the
4 Court in the Preliminary Approval Order to administer the Settlement, including
5 providing the Notice. Plaintiffs recommend, and Defendants do not oppose, that the
6 Court appoint Simpluris as Settlement Administrator to design, consult on, and
7 implement the Notice and related requirements of this Agreement, the Settlement
8 Website, the submission and review of Claim Forms, and related requirements of this
9 Agreement, subject to the Court’s approval.

10 45. “**Settlement Benefits**” means the total value of benefits
11 Settlement Class Members receive pursuant to this Agreement, including non-
12 monetary benefits and relief and Administrative Expenses.

13 46. “**Settlement Class**” means the approximately 34,562 persons
14 identified on the Settlement Class List, including Plaintiffs, whose Confidential
15 Information may have been compromised as a result of the Data Breach. Excluded
16 from the Settlement Class are: (1) the Judges presiding over the Action, members of
17 their families, and staff; (2) the Defendants, their subsidiaries, parent companies,
18 successors, predecessors, and any entity in which the Defendants or their parents have
19 a controlling interest and their current or former officers, and directors; (3) individuals
20 who properly execute and submit a procedurally proper and timely Request for
21 Exclusion prior to the expiration of the Opt-Out Period; and (4) any person found by a
22 court of competent jurisdiction to be guilty under criminal law of initiating, causing,
23 aiding or abetting the criminal activity occurrence of the Data Breach, or who pleads
24 *nolo contendere* to any such charge.

25 47. “**Settlement Class List**” means the list generated by Defendants
26 containing the last known name and mailing address for the approximately 34,562
27 persons who fall under the definition of the Settlement Class, which Defendants will
28 confidentially provide to the Settlement Administrator (and no other entity or

1 individual who does not already have such list) within seven (7) days of the
2 Preliminary Approval Order. The Settlement Class List will be updated by the
3 administrator prior to the Notice Date by use of National Change of Address Registry.

4 48. “**Settlement Class Member**” means a Person who falls within the
5 definition of the Settlement Class and who does not submit a valid and timely Request
6 for Exclusion prior to the expiration of the Opt-Out Period.

7 49. “**Settlement Class Notice**” or “**Notice**” means the form of Court-
8 approved notice of this Agreement that is disseminated to the Settlement Class. The
9 Settlement Class Notice shall consist of the Summary Notice and the Long Form
10 Notice.

11 50. “**Settlement Fund**” means the sum of One Million Seven
12 Hundred Fifty Thousand Dollars and No Cents (\$1,750,000.00) to be paid by
13 Defendants as specified in Section IV.D. of this Agreement, plus any interest accrued
14 thereon after Defendants’ payment.

15 51. “**Settlement Payment**” means any payment to be made to any
16 Settlement Class Member pursuant to Section IV.E. of this Agreement.

17 52. “**Settlement Website**” means the Internet website, with the
18 following URL address, to be created, launched, and maintained by the Settlement
19 Administrator, and which allows for the electronic submission of Claim Forms and
20 Requests for Exclusion, and provides access to relevant case documents, including the
21 Settlement Agreement and Release, Settlement Class Notice, information about the
22 submission of Claim Forms, downloadable Claim Forms, and other relevant
23 documents: www.calibratedsettlement.com.

24 53. “**Summary Notice**” means the summary notice of the proposed
25 Settlement herein, substantially in the form attached hereto as **Exhibit F**.

26 54. “**Taxes**” means (i) any and all applicable taxes, duties, and similar
27 charges imposed by a government authority (including any estimated taxes, interest or
28 penalties) arising in any jurisdiction, if any, with respect to the income or gains earned

1 by or in respect of the Settlement Fund, including, without limitation, any taxes that
2 may be imposed upon Defendants or their counsel with respect to any income or gains
3 earned by or in respect of the Settlement Fund for any period while it is held in the
4 Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a
5 government authority (including any estimated taxes, interest or penalties) relating to
6 the Settlement Fund that the Settlement Administrator determines are or will become
7 due and owing, if any; and (iii) any and all expenses, liabilities and costs incurred in
8 connection with the taxation of the Settlement Fund (including without limitation,
9 expenses of tax attorneys and accountants).

10 55. “*Unknown Claims*” shall have the meaning set forth below in
11 Paragraph 61 of this Agreement.

12 **B. Required Events and Cooperation by Parties**

13 56. Preliminary Approval. Class Counsel shall submit this
14 Agreement to the Court and shall move the Court to enter the Preliminary Approval
15 Order in the form attached as **Exhibit E**.

16 57. Cooperation. The Parties shall, in good faith, cooperate, assist,
17 and undertake all reasonable actions and steps to accomplish all requirements of this
18 Agreement on the schedule set by the Court, subject to the terms of this Agreement.

19 58. Certification of the Settlement Class. For purposes of this
20 Settlement only, Plaintiffs and Defendants stipulate to the certification of the
21 Settlement Class under Federal Rule of Civil Procedure 23(b)(3), which is contingent
22 upon the Court entering the Preliminary and Final Approval Order and Judgment of
23 this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement
24 not receive preliminary or final approval from the Court, or (2) the Effective Date does
25 not occur, this Agreement and the certification of any Settlement Class shall be void.
26 Defendants reserve the right to contest class certification for all other purposes.
27 Plaintiffs and Defendants further stipulate to designate the Class Representatives as
28 the representatives for the Settlement Class.

1 59. Final Approval. Within thirty (30) days after the Claims Deadline,
2 Class Representatives and Class Counsel shall move the Court for a Final Approval
3 Order and Judgment of this Settlement, to be issued following the Final Approval
4 Hearing. The motion shall request a Final Approval Hearing on the first Monday that
5 is more than twenty-eight (28) days after the filing of the motion, subject to Court
6 availability. Contemporaneously with seeking Final Approval of the Settlement, the
7 Parties shall cause to be filed with the Court a declaration from the Settlement
8 Administrator with respect to the Notice program and the Claims process.

9 **C. Releases**

10 60. The Release. Upon the Effective Date, and in consideration of the
11 Settlement Benefits described herein, each Releasing Party shall be deemed to have
12 released, acquitted, and forever discharged Defendants and each of the Released
13 Parties from any and all Released Claims.

14 61. Unknown Claims. The Released Claims include the release of
15 Unknown Claims. “Unknown Claims” means claims that could have been raised in the
16 Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party,
17 do not know or suspect to exist, which, if known by him, her, or it, might affect his,
18 her, or its agreement to release the Released Parties or the Released Claims or might
19 affect his, her, or its decision to agree or object to, or opt-out of, the Settlement. Upon
20 the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be
21 deemed to have, and shall have, expressly waived and relinquished, to the fullest extent
22 permitted by law, the provisions, rights, and benefits of Section 1542 of the California
23 Civil Code, which provides as follows:

24 **A GENERAL RELEASE DOES NOT EXTEND TO**
25 **CLAIMS THAT THE CREDITOR OR RELEASING**
26 **PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
28 **EXECUTING THE RELEASE, AND THAT, IF**
 KNOWN BY HIM OR HER, WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER
 SETTLEMENT WITH THE DEBTOR OR
 RELEASED PARTY.

1 Upon the Effective Date, each of the Releasing Parties shall be deemed to have,
2 and shall have, waived any and all provisions, rights, and benefits conferred by any
3 law of any state, the District of Columbia or territory of the United States, by federal
4 law, or principle of common law, or the law of any jurisdiction outside of the United
5 States, which is similar, comparable, or equivalent to Section 1542 of the California
6 Civil Code. Plaintiffs, the Settlement Class, and the Releasing Parties acknowledge
7 that they may discover facts in addition to, or different from, those that they now know
8 or believe to be true with respect to the subject matter of the Release, but that it is their
9 intention to finally and forever settle and release the Released Claims, including but
10 not limited to any Unknown Claims they may have, as that term is defined in this
11 Paragraph.

12 62. Exclusive Remedy. This Agreement shall be the sole and
13 exclusive remedy of the Releasing Parties against any of the Released Parties relating
14 to any and all Released Claims. Upon the entry of the Judgment, each and every
15 Releasing Party shall be permanently barred and enjoined from initiating, asserting, or
16 prosecuting any Released Claim(s) against any of the Released Parties in any court,
17 arbitration, tribunal, forum or proceeding.

18 63. Covenant Not to Sue. The Releasing Parties, including all persons
19 or entitled to act by, through, under, or in concert with any of them, agree not to sue or
20 otherwise make a claim against the Released Parties with respect to any Released
21 Claims.

22 64. Jurisdiction of the Court. The Parties agree that the Court shall
23 retain exclusive and continuing jurisdiction over the above-captioned Action, the
24 Parties, Settlement Class Members, and the Settlement Administrator to interpret and
25 enforce the terms, conditions, and obligations of this Agreement.

26 **D. Settlement Fund**

27 65. Deposits. Defendants agree to pay One Million Seven Hundred
28 Fifty Thousand Dollars and No Cents (\$1,750,000.00) into the Settlement Fund as

1 follows: (i) Defendants shall pay Two Hundred Fifty Thousand Dollars and No Cents
2 (\$250,000.00) into the Settlement Fund twenty-one (21) calendar days after the Court
3 enters the Preliminary Approval Order to cover reasonable costs associated with the
4 Notice Plan and any other Administrative Expenses incurred prior to entry of the Final
5 Approval Order and Judgment; and (ii) Defendants shall pay One Million Five
6 Hundred Thousand Dollars and No Cents (\$1,500,000.00) into the Settlement Fund
7 within twenty-one (21) calendar days after the Court enters the Final Approval Order
8 and Judgment. All payments described herein are contingent upon Defendants' timely
9 receipt of a W9 and verified instructions for payment by check from the Settlement
10 Administrator.

11 66. Custody of Settlement Fund. The Settlement Fund shall be
12 deemed to be in the custody of the Court and shall remain subject to the jurisdiction of
13 the Court until such time as the entirety of the Settlement Fund is distributed pursuant
14 to this Settlement Agreement or returned to those who paid the Settlement Fund in the
15 event this Settlement Agreement is voided, terminated, or cancelled.

16 a. In the event this Settlement Agreement is voided,
17 terminated, or cancelled for any reason: (i) the Class Representatives and Class
18 Counsel shall have no obligation to repay any of the Administrative Expenses that have
19 been paid or incurred in accordance with Section IV.F; (ii) any amounts remaining in
20 the Settlement Fund after payment of Administrative Expenses paid or incurred in
21 accordance with Section IV.F of this Agreement, including all interest earned on the
22 Settlement Fund net of any Taxes, shall be returned to the Defendants who made
23 payment into the Settlement Fund; and (iii) no other person or entity shall have any
24 further claim whatsoever to such amounts.

25 67. Non-Reversionary. This Settlement is not a reversionary settlement. As
26 of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be
27 extinguished, except in the event this Settlement Agreement is voided, cancelled, or
28 terminated, as described in Paragraph 66 and Section IV.J in this Agreement. In the

1 event that the Settlement received Preliminary and Final Approval and the Effective
2 Date occurs, no portion of the Settlement Fund shall be returned to any Defendant.

3 68. Use of the Settlement Fund. As further described in this Agreement, the
4 Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all
5 Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award
6 and Costs; (v) the cost of the Medical Monitoring and Identity Theft Insurance
7 Services; (vi) the Monetary Payments; (vii) any Approved Claims for Out-of-Pocket
8 Costs Payment and Documented Time Payments pursuant to the terms and conditions
9 of Paragraph 76 of this Agreement; and (viii) any other Settlement Benefits.

10 69. Financial Account. The Settlement Fund shall be an account established
11 and administered by the Settlement Administrator at a financial institution approved
12 by Class Counsel and Defendants' Counsel, and shall be maintained as a qualified
13 settlement fund within the meaning of Treasury Regulation 26 C.F.R. § 1.468 B-1.

14 70. Payment/Withdrawal Authorization. No amounts from the Settlement
15 Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement
16 or (ii) approved by the Court. Class Counsel may authorize the periodic payment of
17 actual reasonable Administrative Expenses from the Settlement Fund as such expenses
18 are invoiced without further order of the Court. The Settlement Administrator shall
19 provide Class Counsel and Defendants' Counsel with notice of any withdrawal or other
20 payment the Settlement Administrator proposes to make from the Settlement Fund
21 before the Effective Date at least seven (7) business days prior to making such
22 withdrawal or payment.

23 71. Payments to Class Members. The Settlement Administrator, subject to
24 such supervision and direction of the Court or Class Counsel as may be necessary or
25 as circumstances may require, shall administer and oversee distribution of the
26 Settlement Fund to Settlement Class Members pursuant to this Agreement. The
27 Settlement Administrator and Class Counsel are responsible for communicating with
28 Settlement Class Members regarding the distribution of the Settlement Fund and

1 amounts paid under the Settlement.

2 72. Treasury Regulations & Fund Investment. The Parties agree that the
3 Settlement Fund is intended to be maintained as a qualified settlement fund within the
4 meaning of Treasury Regulation 26 C.F.R. § 1.468 B-1, and that the Settlement
5 Administrator, within the meaning of Treasury Regulation 26 C.F.R. § 1.468 B-
6 2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in
7 respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed
8 with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall
9 be treated as a qualified settlement fund from the earliest date possible and agree to
10 any relation-back election required to treat the Settlement Fund as a qualified
11 settlement fund from the earliest date possible. Any and all funds held in the Settlement
12 Fund shall be held in an interest-bearing account insured by the Federal Deposit
13 Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement
14 Administrator and approved by the Parties. Funds may be placed in a non-interest-
15 bearing account as may be reasonably necessary during the check clearing process.
16 The Settlement Administrator shall provide an accounting of any and all funds in the
17 Settlement Fund, including any interest accrued thereon and payments made pursuant
18 to this Agreement, upon request of any of the Parties.

19 73. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the
20 Settlement Fund, shall be considered an Administrative Expense, and shall be timely
21 paid by the Settlement Administrator without prior order of the Court. Further, the
22 Settlement Fund shall indemnify and hold harmless the Parties and their counsel for
23 Taxes (including, without limitation, taxes payable by reason of any such
24 indemnification payments). The Parties and their respective counsel have made no
25 representation or warranty with respect to the tax treatment by any Class
26 Representative or any Settlement Class Member of any payment or transfer made
27 pursuant to this Agreement or derived from or made pursuant to the Settlement Fund.
28 Each Class Representative and Settlement Class Member shall be solely responsible

1 for the federal, state, and local tax consequences to him, her or it of the receipt of funds
2 from the Settlement Fund pursuant to this Agreement.

3 74. Limitation of Liability.

4 a. The Defendants and their counsel shall not have any
5 responsibility for or liability whatsoever with respect to (i) any act, omission or
6 determination of Class Counsel, the Settlement Administrator, or any of their
7 respective designees or agents, in connection with the administration of the Settlement
8 or otherwise; (ii) the management, investment or distribution of the Settlement Fund;
9 (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv)
10 the determination, administration, calculation, or payment of any claims asserted
11 against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of
12 the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, or
13 costs incurred in connection with the taxation of the Settlement Fund or the filing of
14 any tax returns. Defendants also shall have no obligation to communicate with Class
15 Members and others regarding amounts paid under the Settlement.

16 b. The Class Representatives and Class Counsel shall not have any
17 liability whatsoever with respect to (i) any act, omission, or determination of the
18 Settlement Administrator, or any of their respective designees or agents, in connection
19 with the administration of the Settlement or otherwise; (ii) the management,
20 investment, or distribution of the Settlement Fund; (iii) the formulation, design, or
21 terms of the disbursement of the Settlement Fund; (iv) the determination,
22 administration, calculation, or payment of any claims asserted against the Settlement
23 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or
24 (vi) the payment or withholding of any Taxes, expenses, or costs incurred in connection
25 with the taxation of the Settlement Fund, the filing of any tax returns, or the Fees
26 Award and Costs.

27 c. The Settlement Administrator shall indemnify and hold Class
28 Counsel, the Settlement Class, Class Representatives, and Defendants harmless for (i)

1 any act or omission or determination of the Settlement Administrator, or any of
2 Settlement Administrator's designees or agents, in connection with the Notice Plan
3 and the administration of the Settlement; (ii) the management, investment or
4 distribution of the Settlement Fund; (iii) the formulation, design or terms of the
5 disbursement of the Settlement Fund; (iv) the determination, administration,
6 calculation or payment of any claims asserted against the Settlement Fund; (v) any
7 losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the
8 payment or withholding of any Taxes, expenses, or costs incurred in connection with
9 the taxation of the Settlement Fund or the filing of any returns.

10 **E. Settlement Benefits**

11 75. Each Settlement Class Member shall receive, without being
12 required to file a Claim Form, the following:

13 a. Medical Monitoring and Identity Theft Insurance Services.

14 Each Settlement Class Member will receive two years of Medical Monitoring and
15 Identity Theft Insurance Services. The Medical Monitoring and Identity Theft
16 Insurance Services will be Medical Shield Total provided by CyEx, which retails for
17 \$29.95 per month. In the event that a Settlement Class Member already maintains a
18 subscription for the Medical Monitoring and Identity Theft Insurance Services with
19 CyEx, their service will be extended by two years for no additional charge. The
20 expenses associated with procuring Medical Monitoring and Identity Theft Insurance
21 Services on behalf of the Settlement Class Members will be paid by the Settlement
22 Administrator from the Settlement Fund. The Medical Monitoring and Identity Theft
23 Insurance Services will provide certain services to each Settlement Class Member,
24 including: 3-Bureau Credit Monitoring; Health Insurance Plan Number Monitoring;
25 Medical Record Number Monitoring; Medical Beneficiary Identifier Monitoring;
26 National Provider Number Monitoring; International Classification of Diseases
27 Monitoring; Dark Web Monitoring; High Risk Transaction Monitoring; Health
28 Savings Account Monitoring; Real Time Authentication Alerts; Security Freeze

1 Assist; Insight & Tips News Feeds on the Customer Dashboard; \$1,000,000
2 Comprehensive Medical; Identity Theft Insurance; Victim Assistance; and Customer
3 Support.²

4 b. Monetary Payment. In addition to Medical Monitoring and
5 Identity Theft Insurance Services, each Settlement Class Member will automatically
6 be sent payment from the Settlement Fund for the alleged damages they suffered as a
7 result of having their Confidential Information allegedly disclosed during the Data
8 Breach, which includes the damages for the claims brought under the California
9 Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* The payment
10 amount will depend on the participation rate for the Settlement and the amount will be
11 each Settlement Class Member’s pro rata share of the remaining Net Settlement Fund,
12 after all other Settlement Benefits have been paid for out of the remaining Net
13 Settlement Fund. The payment amount will likely be between approximately \$28.68
14 and \$21.44, depending on the number of approved Out-of-Pocket Costs Payments and
15 Documented Time Payments.

16 76. Each Settlement Class Member may submit a Claim Form to
17 receive the following:

18 a. Out-of-Pocket Costs Payment. In addition to the Medical
19 Monitoring and Identity Theft Insurance Services and a Monetary Payment, each
20 Settlement Class Member may submit a claim for up to \$5,000.00 for reimbursement
21 of Out-of-Pocket Costs (“Out-of-Pocket Costs Payment”). To receive an Out-of-
22 Pocket Costs Payment, a Settlement Class Member must choose to do so on their given
23 Claim Form and submit to the Settlement Administrator the following: (i) a valid and
24 timely Claim Form electing to receive the Out-of-Pocket Costs Payment benefit; (ii)
25 an attestation regarding any actual and unreimbursed Out-of-Pocket Costs; and (iii)

26 _____
27
28 ² See *Medical Shield*, CyEx, <https://cyex.com/medical-shield> (last visited Aug. 12, 2025).

1 Reasonable Documentation that demonstrates the Out-of-Pocket Costs to be
2 reimbursed. Under no circumstances shall the aggregate of approved Out-of-Pocket
3 Costs Payments exceed One Hundred and Fifty Thousand Dollars and Zero Cents
4 (\$150,000.00). If the total value of Approved Claims for Out-of-Pocket Costs were to
5 exceed One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00), then
6 all Out-of-Pocket Costs Payments shall be reduced pro rata.

7 b. Documented Time Payment. In addition to the Medical
8 Monitoring and Identity Theft Insurance Services, a Monetary Payment, and an Out-
9 of-Pocket Costs Payment, each Settlement Class Member may submit a claim for up
10 to seven hours of Documented Time at \$25.00 per hour (“Documented Time
11 Payment”). To receive a Documented Time Payment, a Settlement Class Member must
12 choose to do so on their given Claim Form and submit to the Settlement Administrator
13 the following: (i) a valid and timely Claim Form electing to receive the Documented
14 Time Payment benefit; (ii) an attestation regarding the Documented Time; and (iii)
15 Reasonable Documentation that demonstrates their Documented Time. Under no
16 circumstances shall the aggregate of approved Documented Time Payments exceed
17 One Hundred Thousand Dollars and Zero Cents (\$100,000.00). If the total value of
18 Approved Claims for Documented Time were to exceed One Hundred and Fifty
19 Thousand Dollars and Zero Cents (\$100,000.00), then all Documented Time Payments
20 shall be reduced pro rata.

21 77. Residual Funds. To the extent any monies remain in the Net
22 Settlement Fund more than one hundred sixty (160) days after the distribution of
23 Settlement Payments to the Settlement Class Members, a subsequent Settlement
24 Payment will be evenly made to all Settlement Class Members who cashed or
25 deposited the initial Settlement Payment they received, provided that the average check
26 amount is equal to or greater than Three Dollars and Zero Cents (\$3.00). The pro rata
27 distribution of these residual funds remaining in the Net Settlement Fund shall continue
28 until the average check amount in a distribution is less than Three Dollars and Zero

1 Cents (\$3.00). If the average check amount in the distribution would be less than Three
2 Dollars and Zero Cents (\$3.00), the remaining Net Settlement Fund, if any, shall be
3 distributed to the Non-Profit Residual Recipient.

4 78. Electronic Payment. Settlement Class Members will be provided
5 the option to receive any Settlement Payment due to them pursuant to the terms of this
6 Agreement by electronic payment. In the event Settlement Class Members do not
7 exercise this option, they will receive their Settlement Payment by a physical check
8 sent by U.S. Mail.

9 79. Deadline to File Claims. Claim Forms for Out-of-Pocket Costs
10 Payment and Documented Time Payment must be submitted electronically, or
11 postmarked, within ninety (90) days after the Notice Date.

12 80. The Settlement Administrator. The Settlement Administrator
13 shall have the authority to determine whether a Claim Form is valid, timely, complete,
14 and reflects valid Out-of-Pocket Costs or Documented Time. Any Out-of-Pocket Costs
15 or Documented Time shall be deemed fairly traceable to the alleged Data Breach, as
16 determined by the Settlement Administrator, if the Out-of-Pocket Costs or
17 Documented Time occurred on or after February 25, 2024, and the Settlement
18 Administrator determines the Out-of-Pocket Costs and Documented Time incurred are
19 related to the types of Confidential Information subject to the alleged Data Breach. To
20 the extent, the Settlement Administrator determines a timely claim for an Out-of-
21 Pocket Costs Payment or Documented Time Payment submitted through a Claim Form
22 is deficient, within ten (10) business days of making such a determination, the
23 Settlement Administrator shall notify the Claimant of the deficiencies and that
24 Claimant shall have until twenty (20) business days after the Claims Deadline to cure
25 the deficiencies and re-submit the claim. The Settlement Administrator shall exercise
26 reasonable discretion to determine whether the Claimant has cured the deficient claim
27 such that it reflects valid Out-of-Pocket Costs or Documented Time that are fairly
28 traceable to the alleged Data Breach. If the Claimant fails to cure the deficiency, the

1 Settlement Administrator shall have no obligation to make the Out-of-Pocket Costs
2 Payment or Documented Time Payment to that Claimant.

3 81. Timing of Settlement Benefits. Within thirty (30) days after: (i)
4 the Effective Date; or (ii) all Claim Forms have been processed subject to the
5 provisions of Paragraph 80 of this Agreement, whichever date is later, the Settlement
6 Administrator shall cause funds to be distributed to Settlement Class Members. Within
7 thirty (30) days of the Effective Date, the Settlement Administrator shall provide
8 Settlement Class Members with the activation code and enrollment instructions for the
9 Medical Monitoring and Identity Theft Insurance Services. Settlement Class Members
10 who receive an Out-of-Pocket Costs Payment, a Documented Time Payment, and/or a
11 Monetary Payment, by physical check, shall have ninety (90) days following
12 distribution to deposit or cash their check. Any Settlement Class Member who does
13 not cash their check within the aforementioned time period may petition the Settlement
14 Administrator within thirty (30) days of the expiration of their uncashed check to
15 reissue, and good cause providing, the Settlement Administrator will issue a new
16 check. Settlement Class Members are entitled to only one petition on this basis, and
17 any check reissued for such reasonable circumstances will expire within thirty (30)
18 days of reissuance. Settlement Class Members who fail to petition for a reissuance of
19 the uncashed check will be considered as having waived any right to a cash payment
20 under the Settlement Agreement. Settlement Class Members who receive the Medical
21 Monitoring and Identity Theft Insurance Services shall have ninety (90) days following
22 distribution of the enrollment instructions to sign up for the services.

23 82. Pro-Rata Contingencies.

24 a. In the event that the total value of all Approved Claims for
25 Out-of-Pocket Costs were to exceed One Hundred and Fifty Thousand Dollars and
26 Zero Cents (\$150,000.00), then the Out-of-Pocket Costs Payment to be paid to each
27 Settlement Class Member shall be reduced on a pro rata basis, such that the aggregate
28 value of all Out-of-Pocket Payments does not exceed One Hundred and Fifty Thousand

1 Dollars and Zero Cents (\$150,000.00).

2 b. If the total value of all Approved Claims for Documented
3 Time were to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00),
4 then the Documented Time Payment to be paid to each Settlement Class Member shall
5 be reduced on a pro rata basis, such that the aggregate value of all Documented Time
6 Payments does not exceed One Hundred Thousand Dollars and Zero Cents
7 (\$100,000.00).

8 c. All pro rata determinations required by this Paragraph shall
9 be performed by the Settlement Administrator.

10 83. Returned Checks. For any Settlement Payment returned to the
11 Settlement Administrator as undeliverable (including, but not limited to, when the
12 intended recipient is no longer located at the address), the Settlement Administrator
13 shall make reasonable efforts to find a valid address and resend the Settlement Payment
14 within thirty (30) days after the check is returned to the Settlement Administrator as
15 undeliverable. The Settlement Administrator shall only make one attempt to resend a
16 Settlement Payment.

17 84. Residue of Settlement Fund. No portion of the Settlement Fund
18 shall revert or be repaid to Defendants after the Effective Date. Any residual funds
19 remaining in the Net Settlement Fund, after all Administrative Expenses, Taxes, costs
20 associated with the Medical Monitoring and Identity Theft Insurance Services,
21 payment to Approved Claims for Out-of-Pocket Costs Payments and Documented
22 Time Payments, and Monetary Payments have been paid (or set aside for such
23 purposes), and the redistribution of residual funds as described in Paragraph 77, shall
24 be distributed to Non-Profit Residual Recipient.

25 85. Additional Settlement Benefits to the Class. The Parties agree,
26 and hereby stipulate, that Class Representatives, Class Counsel, and this litigation were
27 a substantial motivating factor for the following remedial efforts taken by Defendants,
28 which are estimated to have cost Defendants an amount in excess of \$630,000.00:

- 1 • Hiring a Chief Information Security Officer;
- 2 • Hiring additional cyber security analysts;
- 3 • Updating servers;
- 4 • Implementing additional cyber security and loss prevention
- 5 systems; and
- 6 • Implementing multi-factor authentication to all network
- 7 access points.

8 86. Total Settlement Value. Given the amount of the Settlement
9 Fund, the provision of at least two years of Medical Monitoring and Identity Theft
10 Insurance Services to all Settlement Class Members, and the improvements to
11 Defendants’ data security practices that resulted from this Action, Plaintiffs and Class
12 Counsel’s current estimation, which is not opposed by Defendants, of the total value
13 of the settlement benefits offered to the Settlement Class is \$27,184,332.60. The
14 Settlement Value includes the \$1,750,000.00 Settlement Fund, the \$630,000.00 in
15 enhanced security measures by Defendants (for which the litigation was a substantial
16 motivating factor) listed in Paragraph 85, and \$24,843,165.60³ in value that the
17 Settlement Class will receive based on the Medical Monitoring and Identity Theft
18 Insurance Services detailed in Paragraph 75, before deducting the cost of providing
19 that benefit.

20 **F. Settlement Administration**

21 87. Submission of Claims.

22 a. Submission of Electronic or Hard Copy Claim Forms.

23 Settlement Class Members may submit electronically verified Claim Forms to the
24 Settlement Administrator through the Settlement Website, or may download Claim
25 Forms to be filled out, signed, and submitted physically by mail to the Settlement
26

27 _____
28 ³ \$29.95 monthly cost x 24 months = \$718.80 value. \$718.80 value x 34,562 Class
Members = \$24,843,165.60 value before deducting the cost of providing that benefit.

1 Administrator. Claim Forms must be submitted electronically or postmarked during
2 the Claims Period and on or before the Claims Deadline. The Settlement Administrator
3 shall reject any Claim Forms that are incomplete, inaccurate, or not timely received
4 and shall provide Claimants the ability to cure timely, but defective claims as provided
5 in Paragraph 80.

6 b. Review of Claim Forms. The Settlement Administrator
7 will review Claim Forms submitted by Settlement Class Members to determine
8 whether they are eligible for an Out-of-Pocket Costs Payment or Documented Time
9 Payment.

10 88. Settlement Administrator's Duties.

11 a. Cost Effective Claims Processing. The Settlement
12 Administrator shall, under the supervision of the Court, administer the relief provided
13 by this Agreement by processing Claim Forms in a rational, responsive, cost effective,
14 and timely manner, and calculate Settlement Payments in accordance with this
15 Agreement.

16 b. Dissemination of Notices. The Settlement Administrator
17 shall disseminate the Settlement Class Notice as provided for in this Agreement.

18 c. Maintenance of Records. The Settlement Administrator
19 shall maintain reasonably detailed records of its activities under this Agreement. The
20 Settlement Administrator shall maintain all such records as required by applicable law
21 in accordance with its business practices and such records will be made available to
22 Class Counsel and Defendants' Counsel upon request. The Settlement Administrator
23 shall also provide reports and other information to the Court as the Court may require.
24 Upon request, the Settlement Administrator shall provide Class Counsel and
25 Defendants' Counsel with information concerning Notice, administration, and
26 implementation of the Settlement. Without limiting the foregoing, the Settlement
27 Administrator shall:

28 i. Receive Requests for Exclusion from Settlement

1 Class Members and provide Class Counsel and Defendants' Counsel a copy thereof no
2 later than five (5) days following the Opt-Out Period, or receipt if received after
3 expiration of the Opt-Out Period.

4 ii. Provide weekly reports to Class Counsel and
5 Defendants' Counsel that include, without limitation, reports regarding the number of
6 Claim Forms received, the number of Claim Forms approved by the Settlement
7 Administrator, and the categorization and description of Claim Forms rejected by the
8 Settlement Administrator. The Settlement Administrator shall also, as requested by
9 Class Counsel or Defendants' Counsel and from time to time, provide the amounts
10 remaining in the Net Settlement Fund.

11 iii. Make available for inspection by Class Counsel and
12 Defendants' Counsel the Claim Forms and any supporting documentation received by
13 the Settlement Administrator at any time upon reasonable notice.

14 iv. Cooperate with any audit by Class Counsel or
15 Defendants' Counsel, who shall have the right but not the obligation to review, audit,
16 and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance
17 with the terms and conditions of this Agreement.

18 d. Creation and Maintenance of Settlement Website. The
19 Settlement Administrator shall create the Settlement Website. The Settlement Website
20 shall contain information regarding how to submit Claim Forms (including submitting
21 Claims Forms electronically through the Settlement Website) and relevant documents,
22 including the Long Form Notice, Summary Notice, the Claim Form, this Agreement,
23 the Preliminary Approval Order entered by the Court, and the operative complaint in
24 the Action. The Settlement Website shall also include a toll-free telephone number and
25 mailing address through which Settlement Class Members may contact the Settlement
26 Administrator directly. The Settlement Website shall also allow for submission of
27 Requests of Exclusion electronically through the Settlement Website. The Settlement
28

1 Website shall be deactivated thirty (30) days after the Settlement Funds have been fully
2 exhausted, unless otherwise ordered by the Court.

3 89. Requests for Additional Information. In the exercise of its duties
4 outlined in this Agreement, the Settlement Administrator shall have the right to
5 reasonably request additional information from the Parties or any Settlement Class
6 Member.

7 90. Timing of Settlement Benefits. The Settlement Administrator
8 shall comply with Paragraph 88 herein and shall make all Settlement Payments
9 contemplated in Paragraphs 75-76 of this Agreement by either electronic payment or
10 check and send them to Settlement Class Members within thirty (30) days after: (i) the
11 Effective Date; or (ii) all Claim Forms have been processed subject to the provisions
12 of Paragraph 80 of this Agreement, whichever date is later.

13 **G. Settlement Class Notice**

14 91. Direct Notice. Within seven (7) days after the date of the
15 Preliminary Approval Order, Defendants shall provide the Settlement Class List to the
16 Settlement Administrator. Because the Settlement Class List will be provided to the
17 Settlement Administrator solely for purposes of providing the Class Notice and
18 Settlement Benefits and processing Requests for Exclusion, the Settlement
19 Administrator will execute a confidentiality and non-disclosure agreement with
20 Defendants and Defendants' Counsel, and shall ensure that any information provided
21 to it by Settlement Class Members, Class Counsel, Plaintiffs' Counsel, Defendants'
22 Counsel, or Defendants, including the Settlement Class List, will be secure and used
23 solely for the purpose of effecting this Settlement.

24 92. Within thirty (30) days after receipt of Settlement Class List, the
25 Settlement Administrator shall disseminate the Summary Notice to the members of the
26 Settlement Class by U.S. Mail. Settlement Class Members may use the unique class
27 member identifier contained in the Summary Notice to log on the Settlement Website
28 and either download a Claim Form to submit by mail or submit the Claim Form online.

1 The Settlement Administrator shall use other reasonable fraud-prevention mechanisms
2 to prevent (i) submission of Claim Forms by persons other than potential Settlement
3 Class Members, and (ii) submission of more than one Claim Form per person. In the
4 event a Claim Form is submitted without a unique class member identifier the
5 Settlement Administrator shall employ reasonable effort to ensure that the Claim is
6 valid.

7 93. Settlement Website. Prior to any dissemination of the Summary
8 Notice, within fourteen (14) days after Preliminary Approval of this Agreement,
9 including the form and content of the Settlement Class Notice, and prior to the Notice
10 Date, the Settlement Administrator shall cause the Settlement Website to be launched
11 on the Internet in accordance with this Agreement.

12 94. Contents of the Long Form Notice. The Long Form Notice shall,
13 *inter alia*, (i) specify the deadline for Settlement Class Members to submit Requests
14 for Exclusion from, object to, or otherwise comment upon the Settlement by day,
15 month, and year, and state that any objection to this Agreement, and any papers
16 submitted in support of said objection, will only be considered by the Court at the Final
17 Approval Hearing if, on or before the deadline to submit a proper and timely Request
18 for Exclusion, object to, or otherwise comment upon the Settlement, the Person making
19 the objection files copies of such papers he or she proposes to submit for consideration
20 at the Final Approval Hearing with the Clerk of the Court and delivers copies of the
21 same by mail, hand, or overnight delivery service to both Class Counsel and
22 Defendants' Counsel; (ii) contain instructions on how to submit a Claim Form; (iii)
23 note the deadline for Settlement Class Members to submit a Claim Form; and (iv) note
24 the date, time, and location of the Final Approval Hearing. A copy of the Long Form
25 Notice is attached hereto as **Exhibit D** hereto.

26 **H. Opt-Out Procedures**

27 95. At any time during the Opt-Out Period, any individual on the
28 Settlement Class List may submit a Request for Exclusion from the Settlement at any

1 time during the Opt-Out Period. To be valid, the Request for Exclusion must be: (i)
2 submitted electronically on the Settlement Website, or (ii) postmarked or received by
3 the Settlement Administrator on or before the end of the Opt-Out Period. If a Request
4 for Exclusion to the Settlement Administrator is submitted by U.S. Mail such Request
5 for Exclusion must be in writing and must identify: (i) the case name and number:
6 *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-
7 JWH-KES (C.D. Cal.); (ii) state the name, address, and telephone number of the
8 Settlement Class Members seeking exclusion; (iii) be physically signed by the person
9 seeking exclusion; and (iv) contain a statement to the effect that “I hereby request to
10 be excluded from the proposed Settlement Class in *Adams, et al. v. Calibrated*
11 *Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)”
12 Any Person who elects to request exclusion from the Settlement Class shall not: (i) be
13 bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under
14 the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement,
15 or (iv) be entitled to object to any aspect of this Settlement Agreement. No Person may
16 request to be excluded from the Settlement Class through “mass” or “class” Requests
17 for Exclusion.

18 **I. Objection and Comment Procedures**

19 96. Any Settlement Class Member may comment in support of or in
20 opposition to the Settlement and may do so in writing, in person, or through counsel,
21 at his or her own expense, at the Final Approval Hearing. Except as the Court may
22 order otherwise, no objection to the Settlement shall be heard, and no papers, briefs,
23 pleadings, or other documents submitted by any objector shall be received and
24 considered by the Court unless such objector mails to the Court a written objection
25 with the caption *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No.
26 8:24-cv-01754-JWH-KES (C.D. Cal.), that includes: (i) the Settlement Class
27 Member’s full name, current mailing address, and telephone number; (ii) a signed
28 statement that he or she believes himself or herself to be a member of the Settlement

1 Class and the basis of such belief; (iii) the specific grounds for the objection; (iv) all
2 documents or writings that the Settlement Class Member desires the Court to consider;
3 (v) a statement regarding whether they (or counsel of their choosing) and/or any
4 witnesses intend to appear at the Final Approval Hearing; and (vi) a list, by case name,
5 court, and docket number, of all other cases in which the objector and/or the objector's
6 counsel has filed an objection to any proposed class action settlement within the last
7 three years. All written objections must be postmarked no later than the Objection
8 Deadline. Any objector who fails to object in the manner prescribed herein shall be
9 deemed to have waived his or her objections and forever be barred from making any
10 such objections in the Action or in any other action or proceeding.

11 **J. Modification or Termination of the Agreement**

12 97. Limitation of Liability. The Class Representatives collectively
13 (on behalf of the Settlement Class Members) and Defendants shall have the right to
14 terminate this Agreement by providing written notice of their or its election to do so
15 ("Termination Notice") within seven (7) days of: (1) the Court's refusal to grant
16 Preliminary or Final Approval of the Agreement in any material respect; or (2) within
17 fourteen (14) days of any of the following: (i) the Court's refusal to enter the Judgment
18 in any material respect, or (ii) the date upon which the Judgment is modified or
19 reversed in any material respect by any appellate or other court.

20 98. Defendants shall also have the have the sole discretion to
21 terminate the Settlement Agreement if a certain number Settlement Class Members
22 Class elect to opt-out of the Settlement Class. That number is separately agreed to by
23 the Parties and will be filed with the Court under seal so as to preserve the
24 confidentiality of the Supplemental Agreement. If Defendants elects to terminate the
25 Settlement Agreement, it must notify Class Counsel that it intends to pursue that right
26 pursuant to this provision, if any such right exists, no later ten (10) days after the last
27 day on which Settlement Class Members may submit a Request for Exclusion, or the
28 option to terminate shall be considered waived. If the election is made, it may be

1 revoked by Defendants at any time.

2 99. The terms and provisions of this Agreement may be amended,
3 modified, or expanded by written agreement of the Parties and approval of the Court;
4 provided, however, that, after entry of the Preliminary Approval Order, the Parties
5 may, by written agreement, effect such amendments, modifications, or expansions of
6 this Agreement and its implementing documents (including all exhibits hereto) without
7 further notice to the Settlement Class or approval by the Court if such changes are
8 consistent with the Court's Preliminary Approval Order and do not materially alter,
9 reduce, or limit the rights of Settlement Class Members under this Agreement.

10 100. If a Party exercises his, her, or its option to withdraw from,
11 rescind, revoke, or terminate this Agreement pursuant to any provision herein, then the
12 Settlement proposed herein shall become null and void (with the exception of
13 Paragraphs 66 herein) and shall have no legal effect and may never be mentioned at
14 trial or in dispositive, class certification, or other motion papers (except as necessary
15 to explain the timing of the procedural history of the Action), and the Parties will return
16 to their respective positions existing immediately before the execution of this
17 Agreement.

18 101. Notwithstanding any provision of this Agreement, in the event
19 this Agreement is not approved by the Court, or terminated for any reason, or the
20 Settlement set forth in this Agreement is declared null and void, or in the event that the
21 Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class
22 Counsel shall not in any way be responsible or liable for any of the Administrative
23 Expenses, or any expenses, including costs of notice and administration associated
24 with this Settlement or this Agreement, except that each Party shall bear its own
25 attorneys' fees and costs.

26 **K. Service Awards**

27 102. Class Representatives and Class Counsel may seek Service
28 Awards to be awarded to the Class Representatives. Any requests for such awards must

1 be filed at least twenty-one (21) days before the Objection Deadline. Defendants agree
2 not to oppose requests for Service Awards to the extent they do not exceed \$5,000.00
3 per Class Representative.

4 103. The Settlement Administrator shall pay the Service Awards
5 approved by the Court to the Class Representatives from the Settlement Fund. Such
6 Service Awards shall be paid by the Settlement Administrator, in the amount approved
7 by the Court, thirty (30) business days after the Effective Date.

8 104. If the Court declines to approve, in whole or in part, the payment
9 of the Service Awards in the amounts requested, the remaining provisions of this
10 Agreement shall remain in full force and effect. No decision by the Court, or
11 modification or reversal or appeal of any decision by the Court, concerning the amount
12 of Service Awards shall constitute grounds for cancellation or termination of this
13 Agreement.

14 **L. Fee Award and Costs**

15 105. Class Counsel may file a motion for an award of the Fee Award
16 and Costs to be paid from the Settlement Fund. The motion must be filed at least
17 twenty-one (21) days before the Objection Deadline. Defendants agree not to oppose
18 a request by Class Counsel for an award of attorneys' fees and costs that does not
19 exceed five hundred seventy-five thousand dollars and no cents (\$575,000.00). Prior
20 to the disbursement or payment of the Fee Award and Costs under this Agreement,
21 Class Counsel shall provide to Defendants and the Settlement Administrator a properly
22 completed and duly executed IRS Form W-9. Fee Award and Costs shall be paid by
23 the Settlement Administrator, in the amount approved by the Court, thirty (30) business
24 days after the Effective Date.

25 106. Unless otherwise ordered by the Court, Class Counsel shall have
26 the sole and absolute discretion to allocate any approved Fee Award and Costs amongst
27 Plaintiffs' Counsel and any other attorneys for Plaintiffs. Defendants shall have no
28 liability or other responsibility for allocation of any such attorneys' fees and costs.

1 107. The Parties negotiated the maximum amount of the attorneys’
2 fees and expenses to be sought by Class Counsel only after reaching an agreement
3 upon the relief provided to the Settlement Class.

4 108. The Settlement is not conditioned upon the Court’s approval of
5 the Fee Award and Costs or the Service Awards.

6 **M. Judgment**

7 109. Limitation of Liability. This Agreement is subject to and
8 conditioned upon the issuance by the Court of the Judgment, which will grant final
9 approval of this Agreement and among other things shall:

10 a. Dismiss the Action with prejudice and without costs, except as
11 contemplated by this Agreement;

12 b. Decree that neither the Judgment nor this Agreement constitutes
13 an admission by the Defendants of any liability or wrongdoing whatsoever;

14 c. Bar and enjoin all Releasing Parties from asserting against any of
15 the Released Parties any and all Released Claims;

16 d. Release each Released Party from any and all Released Claims;

17 e. Determine that this Agreement is entered into in good faith and
18 represents a fair, reasonable, and adequate settlement that is in the best interests of the
19 members of the Settlement Class; and

20 f. Preserve the Court’s continuing and exclusive jurisdiction over
21 the Parties to this Agreement, including Defendants and all Settlement Class Members,
22 to administer, supervise, construe, and enforce this Agreement in accordance with its
23 terms for the mutual benefit of the Parties, but without affecting the finality of the
24 Judgment.

25 **N. Representations and Warranties**

26 110. Each signatory to this Agreement represents and warrants (i) that
27 he, she, or it has all requisite power and authority to execute, deliver, and perform this
28 Agreement and to consummate the transactions contemplated herein, (ii) that the

1 execution, delivery and performance of this Agreement and the consummation by it of
2 the actions contemplated herein have been duly authorized by all necessary corporate
3 action on the part of each signatory, and (iii) that this Agreement has been duly and
4 validly executed and delivered by each signatory, and constitutes its legal, valid, and
5 binding obligation.

6 111. Defendants will provide to the Settlement Administrator the
7 Settlement Class List containing the list of persons to whom Defendants provided
8 individual written notice under HIPAA of the alleged Data Breach, and represent and
9 warrant such information is true and correct to the best of Defendants' knowledge.

10 **O. No Admission of Liability or Wrongdoing**

11 112. This Agreement, whether or not consummated, and any
12 negotiations, proceedings or agreements relating to this Agreement, and any matters
13 arising in connection with settlement negotiations, proceedings, or agreements:

14 a. Shall not be admissible in any action or proceeding for any
15 reason, other than an action to enforce the terms hereof;

16 b. Shall not be described as, construed as, offered or received
17 against the Released Parties as evidence of or deemed to be evidence of any
18 presumption, concession, or admission by any Released Party of the truth of any fact
19 alleged by Plaintiffs; the validity of any claim that has been or could have been asserted
20 in the Action or in any litigation; the deficiency of any defense that has been or could
21 have been asserted in the Action or in any litigation; or any liability, negligence, fault,
22 or wrongdoing of any of the Released Parties; and

23 c. Shall not be described as or construed against the Released
24 Parties, Plaintiffs, or any Settlement Class Members as an admission or concession that
25 the consideration to be given hereunder represents the amount which could be or would
26 have been awarded to Plaintiffs or Settlement Class Members after trial.

27 **P. Miscellaneous Provisions**

28 113. Entire Agreement. This Agreement, including all exhibits hereto,

1 shall constitute the entire Agreement among the Parties with regard to the subject
2 matter hereof and shall supersede any previous agreements, representations,
3 communications, and understandings among the Parties. Each of the Parties to this
4 Agreement acknowledges that no other Party to this Agreement, nor any agent or
5 attorney of any such party, has made any promise, representation, or warranty, express
6 or implied, not contained in this Agreement to induce either party to execute this
7 Agreement. Neither Party is relying on the other Party or their agents or attorneys and
8 rather each Party decided to resolve the dispute in their own independent determination
9 and judgment. This Agreement may not be changed, modified, or amended except as
10 provided in Paragraph 99. The Parties contemplate that, subject to Court approval or
11 without such approval where legally permissible, the exhibits to this Agreement may
12 be modified by subsequent Agreement of counsel for the Parties prior to dissemination
13 of the Settlement Class Notice to the Settlement Class.

14 114. Governing Law. This Agreement shall be construed under and
15 governed by the laws of the State of California, applied without regard to laws
16 applicable to choice of law.

17 115. Execution by Counterparts. This Agreement may be executed by
18 the Parties in one or more counterparts, each of which shall be deemed an original but
19 all of which together shall constitute one and the same instrument. Facsimile signatures
20 or signatures sent via email shall be treated as original signatures and shall be binding.

21 116. Notices. Any notice, instruction, application for Court approval
22 or application for Court orders sought in connection with this Agreement or other
23 document to be given by any Party to any other Party shall be in writing and delivered
24 personally or sent by registered or certified mail, postage prepaid, if to Defendants to
25 the attention of Defendants' Counsel, or if to Plaintiffs or the Settlement Class to Class
26 Counsel, or to other recipients as the Court may specify. All notices to the Parties or
27 counsel required by this Agreement shall be made in writing and communicated by
28 mail and email to the following addresses:

<p>1 If to Plaintiffs or Class Counsel:</p>	<p>If to Defendants or Defendants' Counsel:</p>
<p>3 Daniel S. Robinson 4 ROBINSON CALCAGNIE, INC. 5 P.O. Box 2350 6 Newport Beach, CA 92660 7 drobinson@robinsonfirm.com</p> <p>8 Todd S. Garber 9 FINKELSTEIN, BLANKINSHIP, 10 FREI-PEARSON & GARBER, LLP 11 One North Broadway, Suite 900 White Plains, NY 10601 tgarber@fbfglaw.com</p>	<p>Casie D. Collignon Jason A. Orr BAKER & HOSTETLER LLP 1801 California Street, Suite 4400 Denver, CO 80202 ccollignon@bakerlaw.com jorr@bakerlaw.com</p>

12 117. Binding Effect. This Agreement shall be binding upon and inure to the
13 benefit of the heirs, successors, assigns, executors, and legal representatives of each of
14 the Parties hereto.

15 118. Construction. For the purpose of construing or interpreting this
16 Agreement, the Parties agree that this Agreement is to be deemed to have been drafted
17 equally by all Parties hereto and shall not be construed strictly for or against any Party.

18 119. Severability. The waiver or breach by one Party of any provision of this
19 Agreement shall not be deemed a waiver or breach of any other provision of this
20 Agreement.

21 120. Integration of Exhibits. The exhibits to this Agreement and any exhibits
22 thereto are an integral and material part of the Settlement and are hereby incorporated
23 and made a part of the Agreement.

24 121. Headings. The headings contained in this Agreement are for reference
25 purposes only and shall not affect in any way the meaning or interpretation of this
26 Agreement.

27 122. Taxability. Defendants do not make and have not made any
28 representations regarding the taxability of any Settlement Benefit, Fee Award, or any

1 other payments made pursuant to this Agreement. Plaintiffs, Class Representatives,
2 and Class Counsel (on behalf of themselves and the Settlement Class Members)
3 represent that that they have not relied upon any representation of any of the
4 Defendants or their attorneys or the Settlement Administrator on the subject of
5 taxability of any consideration provided under this Agreement. Plaintiffs, Class
6 Representatives, and Class Counsel (on behalf of themselves and the Settlement Class
7 Members) understand and expressly agree that any income or other tax, including any
8 interest, penalties or other payment obligations ultimately determined to be payable
9 from or with respect to any Settlement Benefit, the Fee Award and Costs, or any other
10 payments made pursuant to this Agreement, as well as any state or federal reporting
11 obligations imposed on them arising therefrom or attributable thereto, shall not be
12 Defendants' responsibility.

13 123. Deadlines. If any of the dates or deadlines specified herein falls on a
14 weekend or legal holiday, the applicable date or deadline shall fall on the next business
15 day. All reference to "days" in this Agreement shall refer to calendar days, unless
16 otherwise specified. The Parties reserve the right, subject to the Court's approval, to
17 agree to any reasonable extensions of time that might be necessary to carry out any of
18 the provisions of this Agreement.

19 124. Dollar Amounts. All dollar amounts are in United States dollars, unless
20 otherwise expressly stated.

21 125. Schedule Leading Up to the Final Approval Order and Judgment. Solely
22 for sake of convenience, the Parties summarize in this section the schedule leading up
23 to the Final Approval Order and Judgment. The Parties do not intend for this section
24 to impose any obligations in addition to, or different from, those provided elsewhere
25 in this Agreement.

26 ///

27 ///

28 ///

1 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this
2 Agreement to be executed on its behalf by its duly authorized counsel of record, all as
3 of the day set forth below:

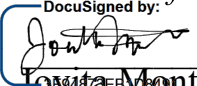
4
5 Date: 9/17/25

6 _____
Daniel S. Robinson
ROBINSON CALCAGNIE, INC.
7
8 *Interim Co-Lead Counsel for Plaintiffs and*
9 *Member of Plaintiffs' Steering Committee*

10 Date: 9/17/25

11 _____
Todd S. Garber
FINKELSTEIN, BLANKINSHIP, FREI-
PEARSON & GARBER, LLP
12
13 *Interim Co-Lead Counsel for Plaintiffs and*
14 *Member of Plaintiffs' Steering Committee*

15 Date: 9/17/2025 | 12:31 PM PDT

16 DocuSigned by:

17 _____
Jovita Montes De Oca
18 Chief Executive Officer
19 CALIBRATED HEALTHCARE SYSTEMS,
20 LLC; CALIBRATED HEALTHCARE LLC
21 *Defendants*

22 Approved as to Form:

23 Date: 9/17/25

24 
25 _____
26 Casie D. Collignon
27 BAKER & HOSTETLER LLP
28 *Counsel for Defendants*

EXHIBIT A

CLAIM FORM FOR CALIBRATED HEALTHCARE SETTLEMENT

Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.
Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)

YOU MAY USE THIS FORM TO MAKE A CLAIM FOR REIMBURSEMENT OF OUT-OF-POCKET COSTS, A DOCUMENTED TIME PAYMENT, AND/OR TO RECEIVE A MONETARY PAYMENT

The DEADLINE to submit this Claim Form is: [90 DAYS FROM NOTICE DATE]

I. GENERAL INSTRUCTIONS

If you are one of the approximately 34,562 patients of Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC (collectively, “Calibrated”) who were sent a notice letter about a Data Breach that occurred between February 25, 2024 and February 26, 2024, whereby unauthorized parties potentially accessed certain files containing your personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Confidential Information”), including your name, date of birth, medical diagnosis/treatment information, health insurance information, including claims and billing information, and potentially your Social Security number and/or driver’s license number, you are on the Settlement Class List and entitled to participate in the Settlement. If you received a notice about this class action Settlement addressed to you, then the Settlement Administrator has already determined that you are a Settlement Class Member. If you are not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.calibratedsettlement.com, or email the Settlement Administrator at info@calibratedsettlement.com.

As a Settlement Class Member, you will automatically receive two years of free Medical Monitoring and Identity Theft Insurance Services and an approximate monetary cash payment between \$21.44 and \$28.68 (“Monetary Payment”), depending on the amount of valid claims for Documented Time and approved reimbursements of Out-of-Pocket Costs. You may also complete this Claim Form to receive a cash payment of up to \$175.00 for up to seven hours of documented time spent fairly traceable to the alleged Data Breach valued at up to \$25.00 per hour (“Documented Time”), and a cash payment of up to \$5,000.00 for documented out-of-pocket losses or expenditures fairly traceable to the alleged Data Breach (“Out-of-Pocket Costs”).

The free Medical Monitoring and Identity Theft Insurance Services is Medical Shield Total provided by CyEx and valued at \$29.95 per month. If you are already subscribed to this plan, two additional years will be added to your current plan for free.

DOCUMENTED TIME PAYMENTS AND REIMBURSEMENTS FOR OUT-OF-POCKET COSTS MAY BE REDUCED *PRO RATA* (PROPORTIONATELY) DEPENDING ON HOW MANY PEOPLE SUBMIT VALID CLAIMS. Out-of-Pocket Costs Payments will be collectively capped at \$150,000.00 and Documented Time Payments will be collectively capped at \$100,000.00. Additional payments may also be provided to you if the Net Settlement Fund is not exhausted. Complete information about the Settlement and its benefits are available at www.calibratedsettlement.com.

This Claim Form may be submitted online at www.calibratedsettlement.com or completed and mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, to:

[Admin Contact Info]

Questions? Go to www.calibratedsettlement.com or call 1-888-888-8888.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of Monetary Payments and Medical Monitoring and Identity Theft Insurance Services, you must notify the Settlement Administrator in writing at the address or email address above. All fields below are required.

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Alternative Name(s)

Mailing Address, Line 1

Mailing Address, Line 2

City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Telephone Number (Primary)	Telephone Number (Secondary)
<input type="text"/>	<input type="text"/>

Email Address

Date of Birth (MM/DD/YYYY)	Notice ID (if known)
<input type="text"/>	<input type="text"/>

III. MEDICAL MONITORING AND IDENTITY THEFT INSURANCE SERVICES

To enroll in your two free years of Medical Monitoring and Identity Theft Insurance Services, you must follow the instructions that will be mailed to you along with your Monetary Payment, after the Settlement is approved and becomes final. Submitting this Claim Form will not automatically enroll you into Medical Monitoring and Identity Theft Insurance Services. If you prefer to receive the enrollment instructions by email, please provide your email address in Section II above.

IV. MONETARY PAYMENT

After the Settlement is approved and becomes final, you will automatically be mailed a Monetary Payment along with enrollment instructions for Medical Monitoring and Identity Theft Insurance Services. A check will be mailed to the address where you were sent a notice of the Settlement. The check will be paid out of the Settlement Fund, and will be each Settlement Class Member’s pro rata share of the remaining Net Settlement Fund, after all other Settlement Benefits have been paid, including the costs for Administrative Expenses, Medical Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs Payments, and Documented Time Payments.

V. DOCUMENTED TIME PAYMENT

In addition to Medical Monitoring and Identity Theft Insurance Services, a Monetary Payment, and an Out-of-Pocket Costs Payment, you may file a claim for a payment for Documented Time at \$25.00 per hour for up to seven hours of additional time you spent attempting to remedy or remedying issues fairly traceable to the alleged Data Breach (including time spent on any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver’s license, state identification card, or social security number) incurred on or after February 25, 2024.

To make a claim for Documented Time: (i) select the number of hours (up to seven) you spent attempting to remedy or remedying issues caused by the alleged Data Breach; (ii) sign the attestation at the end of this Claim Form; and (iii) submit Reasonable Documentation supporting your claimed time. Documented Time will be deemed fairly traceable to the alleged Data Breach by the Settlement Administrator if the Documented Time occurred on or after February 25, 2024, and the Settlement Administrator determines the Documented Time incurred is related to the type of information allegedly disclosed in the Data Breach. If the total value of Approved Claims for Documented Time were to exceed \$100,000.00, then all Documented Time Payments will be reduced pro rata.

I spent (select only **one**): 1 hour (\$25.00) 2 hours (\$50.00) 3 hours (\$75.00)
 4 hours (\$100.00) 5 hours (\$125.00) 6 hours (\$150.00)
 7 hours (\$175.00)

VI. REIMBURSEMENT FOR OUT-OF-POCKET COSTS

In addition to Medical Monitoring and Identity Theft Insurance Services, a Monetary Payment, and a Documented Time Payment, you may also seek reimbursement for up to \$5,000.00 of Out-of-Pocket Costs you incurred that are fairly traceable to the alleged Data Breach. Out-of-Pocket Costs include unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver’s license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the alleged Data Breach and incurred on or after February 25, 2024.

In order to make a claim for Out-of-Pocket Costs you must: (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form; and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Out-of-Pocket Costs will be deemed fairly traceable to the alleged Data Breach by the Settlement Administrator if the Out-of-Pocket Costs occurred on or after February 25, 2024, and the Settlement Administrator determines the Out-of-Pocket Costs incurred is related to the type of information allegedly disclosed in the Data Breach. If the total value of Approved Claims for Out-of-Pocket Costs were to exceed \$150,000.00, then all Out-of-Pocket Costs Payments will be reduced pro rata.

Cost Type (Check all that apply)	Date of Loss (Approximate)	Amount of Loss	Description of Reasonable Documentation (What you are attaching and why)
<input type="checkbox"/> Losses from identity theft or fraud	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges.</i>
<input type="checkbox"/> Fees or costs incurred in connection with identity theft or fraud	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Examples: Receipts for hiring service to assist you in addressing identity theft, or accountant bill for re-filing tax return.</i>
<input type="checkbox"/> Lost interest or other damages resulting from delayed state or federal tax refund resulting from fraudulent tax return	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Examples: Letter from IRS or state taxing authority about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount thereof.</i>
<input type="checkbox"/> Credit freeze	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Examples: Notices or account statements reflecting payment for a credit freeze.</i>
<input type="checkbox"/> Credit monitoring that was purchased on or after February 25, 2024, through the date on which the Medical Monitoring and Identity Theft Insurance Services became available through the Settlement	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Examples: Receipts or account statements reflecting purchases made for identity theft protection and/or credit monitoring services.</i>
<input type="checkbox"/> Miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Example: Phone bills, gas receipts, postage receipts; detailed list of locations to which you traveled (such as police station or IRS office), indication of why you traveled there (i.e. police report or letter from IRS regarding falsified tax return) and number of miles you traveled.</i>
<input type="checkbox"/> Other (provide detailed description)	[][] / [][] / [][][][] (mm/dd/yyyy)	\$ [][] . [][][][] . [][][]	<i>Please provide detailed description below or in a separate document submitted with this Claim Form.</i>

VI. PAYMENT SELECTION

The Monetary Payment will automatically be mailed to the address where you received notice of the Settlement. If you prefer to receive the Monetary Payment electronically, please select one of the following options:

- PayPal**
Email address, if different than you provided in Section II: _____
- Venmo**
Mobile number, if different than you provided in Section II: _____
- Zelle**
Email address or mobile number, if different than you provided in Section II: _____
- Virtual Prepaid Card**
Email address, if different than you provided in Section II: _____

Questions? Go to www.calibratedsettlement.com or call 1-888-888-8888.

EXHIBIT B

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

BRANDI ADAMS and TREVOR HOLDEN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIBRATED HEALTHCARE SYSTEMS, LLC and CALIBRATED HEALTHCARE, LLC,

Defendants.

Lead Case No.: 8:24-cv-01754-JWH-KES

Assigned for All Purposes to:
Courtroom 9D, Hon. John W. Holcomb

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____, 2025
Time: 9:00 a.m.
Courtroom: 9D

1 **WHEREAS**, the Court held a Final Approval Hearing to consider approval of
2 this class action Settlement on _____, 2025. The Court has considered the
3 Settlement Agreement (Dkt. ____), all matters submitted to it at the Final Approval
4 Hearing, the relevant law, and all other files, records, and proceedings in this Action.

5 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED AS**
6 **FOLLOWS:**

7 1. For purposes of this Order, the Court adopts the terms and definitions
8 set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter of this Action and all
10 matters relating to the Settlement, as well as personal jurisdiction over the Class
11 Representatives, the Settlement Class Members, and Defendants Calibrated
12 Healthcare Systems, LLC, and Calibrated Healthcare, LLC.

13 3. The Court finds that the Notice was implemented in accordance with the
14 Preliminary Approval Order and (a) constituted the best practicable notice under the
15 circumstances; (b) constituted notice that is reasonably calculated, under the
16 circumstances, to apprise the Settlement Class of the pendency of the Action; their
17 right to submit a claim; their right to object to any aspect of the Settlement or Class
18 Counsel’s Motion for a Fee Award and Costs and Service Payments to the Class
19 Representatives; their right to exclude themselves from the Settlement Class; and their
20 right to appear at the Final Approval Hearing; (c) was reasonable and constituted due,
21 adequate, and sufficient notice to all Persons entitled to receive notice; and (d) met all
22 applicable requirements of the Federal Rules of Civil Procedure, the Due Process
23 Clause of the United States Constitution, and the rules of the Court.

24 4. The Court finds that, for purposes of the Settlement only, all
25 prerequisites for maintenance of a class action set forth in Federal Rules of Civil
26 Procedure 23(a) and (b)(3) are satisfied. The Court certifies under Rule 23(b)(3) the
27 following Settlement Class for purposes of Settlement only as follows:

28 ///

1 The approximately 34,562 persons identified on the
2 Settlement Class List, including Plaintiffs, whose
3 Confidential Information may have been compromised as
4 a result of the Data Breach. Excluded from the Settlement
5 Class are: (1) the Judges presiding over the Action,
6 members of their families, and staff; (2) the Defendants,
7 their subsidiaries, parent companies, successors,
8 predecessors, and any entity in which the Defendants or
9 their parents have a controlling interest and their current
or former officers, and directors; (3) individuals who
properly execute and submit a procedurally proper and
timely Request for Exclusion prior to the expiration of the
Opt-Out Period; and (4) any person found by a court of
competent jurisdiction to be guilty under criminal law of
initiating, causing, aiding or abetting the criminal activity
occurrence of the Data Breach, or who pleads *nolo*
contendere to any such charge.

10 5. The Court incorporates herein by reference the class-certification
11 analysis set forth in the “Order Granting Preliminary Approval of Class Action
12 Settlement and Approving Form and Content of Class Notice.” As to the Settlement
13 Class, the Court continues to find that the class action prerequisites of Federal Rule
14 of Civil Procedure 23(a) are satisfied. Specifically, the court continues to find that: (i)
15 the class is so numerous that joinder would be impractical, (ii) that common questions
16 of law and fact exist as to the class, (iii) that the claims or defenses of the
17 representative parties, here the Class Representatives, are typical of the claims or
18 defenses of the class, and (iv) that the representative parties will fairly and adequately
19 protect the interests of the class. In addition, the Court continues to find “that the
20 questions of law or fact common to class members predominate over any questions
21 affecting only individual members, and that a class action is superior to other available
22 methods for fairly and efficiently adjudicating the controversy.” *See* Fed. R. Civ. P.
23 23(b)(3).

24 6. Plaintiffs Brandi Adams and Trevor Holden (“Class Representatives”)
25 are hereby appointed, for settlement purposes only, representatives for the Settlement
26 Class for purposes of Federal Rule of Civil Procedure 23.

27 7. Daniel S. Robinson of Robinson Calcagnie, Inc. and Todd S. Garber of
28 Finkelstein, Blankinship, Frei-Pearson & Garber, LLC are hereby appointed as Class

1 Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23.

2 8. In evaluating a proposed class action settlement under Federal Rule of
3 Civil Procedure 23(e), the standard is whether the settlement “is fundamentally fair,
4 adequate, and reasonable.” The Court has conducted a careful and probing inquiry
5 regarding the Settlement, which meets the heightened fairness standard applicable
6 prior to class certification. Pursuant to Federal Rule of Civil Procedure 23(e), the
7 Court hereby grants final approval of the Settlement and finds that the Settlement is
8 fair, reasonable, and adequate and in the best interests of the Settlement Class
9 Members based on the following factors, among others:

10 a. There is no fraud or collusion underlying this Settlement, and it
11 was reached as a result of extensive arm’s-length negotiations, occurring over the
12 course of several months and mediation with a respected mediator. *See, e.g., Officers*
13 *for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982); *In re Bluetooth*
14 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (presence of a neutral
15 mediator is a factor weighing in favor of a finding of non-collusiveness).

16 b. The complexity, expense, and likely duration of the litigation
17 favor settlement—which provides meaningful benefits on a much shorter time frame
18 than otherwise possible—on behalf of the Settlement Class Members. *See, e.g., Lane*
19 *v. Facebook, Inc.*, 696 F.3d 811, 820 (9th Cir. 2012) (affirming the district court’s
20 approval of a settlement where class counsel “reasonably concluded that the
21 immediate benefits represented by the Settlement outweighed the possibility—
22 perhaps remote—of obtaining a better result at trial”); *Class Plaintiffs v. City of*
23 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (the Ninth Circuit has a “strong judicial
24 policy that favors settlements, particularly where complex class action litigation is
25 concerned”). Based on the stage of the proceedings—including Rule 12(b)(6) and
26 Rule 12(f) motions—and the amount of investigation and confirmatory discovery
27 conducted during settlement negotiations, the Parties have developed a perspective on
28 the strengths and weaknesses of their respective cases to “make an informed decision

1 about settlement.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir.
2 2000) (quoting *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir.
3 1998)).

4 c. The support of Class Counsel and the Class Representatives, who
5 have participated in this litigation and evaluated the proposed Settlement, also favor
6 final approval. *See Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979).

7 d. The Settlement provides meaningful relief to the Class, including
8 cash relief and injunctive relief, and falls within the range of possible recoveries by
9 the Settlement Class Members.

10 9. The Releases set forth in Section IV.C. of the Settlement Agreement are
11 expressly incorporated herein. The Releases are effective as of the Effective Date, and
12 the Releasing Parties shall have absolutely and unconditionally released and forever
13 discharged the Released Parties from the Released Claims. In addition, the Released
14 Parties are hereby forever barred and enjoined from prosecuting the Released Claims
15 against the Released Parties.

16 10. The individuals identified in Exhibit 1 (filed under seal) attached hereto
17 and incorporated by this reference, submitted timely and valid Requests for Exclusion
18 during the Opt-Out Period, are not releasing any claims, and are not bound by the
19 terms of the Settlement Agreement or this Order. These individuals shall not share in
20 the monetary benefits of the Settlement, and this Order does not affect their legal
21 rights to pursue any claims they may have against Defendants.

22 11. The Court finds that an award of attorneys’ fees and costs in the total
23 amount of \$_____ to Class Counsel is fair and reasonable; and therefore,
24 approves such award. Class Counsel has the sole and absolute discretion to allocate
25 this award to Plaintiffs’ Counsel and any other attorneys based on each attorney’s
26 contributions to the prosecution and settlement of these Actions. No other counsel
27 will be entitled to an independent award of attorneys’ fees or expenses.

28 12. The Court finds that a Service Award in the amount of \$5000.00 to each

1 Class Representative is fair and reasonable; and therefore, approves such payment.
2 Such amounts shall be paid to the Class Representatives pursuant to and consistent
3 with the terms of the Settlement Agreement.

4 13. The Action, including all actions consolidated into the Action, and all
5 individual and class claims asserted in the Consolidated Class Action Complaint, are
6 settled and dismissed on the merits with prejudice.

7 14. Consummation of the Settlement shall proceed as described in the
8 Settlement Agreement, and the Court reserves jurisdiction over the subject matter and
9 each Party to the Settlement with respect to the interpretation and implementation of
10 the Settlement for all purposes, including enforcement of any of the terms thereof at
11 the instance of any Party and resolution of any disputes that may arise relating to the
12 implementation of the Settlement or this Order.

13 15. Without affecting the finality of this Order in any way, the Court shall
14 retain jurisdiction over this Action, the Class Representatives, members of the
15 Settlement Class, and Defendants to enforce the terms of the Settlement, the Court's
16 order preliminarily certifying the class (Dkt. ____), and this Order. If any applications
17 for relief are made, such applications shall be made to the Court. To avoid doubt, this
18 Order applies to and is binding upon the Parties, the Settlement Class Members, and
19 their respective heirs, successors, and assigns.

20 16. The Settlement and this Order are not admissions of liability or fault by
21 the Released Parties, or a finding of the validity of any claims in the Action or of any
22 wrongdoing or violation of law by the Released Parties. To the extent permitted by
23 law, neither this Order, nor any of its terms or provisions, nor any of the negotiations
24 or proceedings connected with it, shall be offered as evidence or received in evidence
25 in any pending or future civil, criminal, or administrative action or proceeding to
26 establish any liability of, or admission by, the Released Parties. Notwithstanding the
27 foregoing, nothing in this Order shall be interpreted to prohibit the use of this Order
28 in a proceeding to consummate or enforce the Settlement or this Order, or to defend

1 against the assertion of released claims in any other proceeding, or as otherwise
2 required by law.

3 **IT IS SO ORDERED.**

4 Dated: _____, 2025

5 _____
6 HON. JOHN W. HOLCOMB
7 UNITED STATES DISTRICT JUDGE

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EXHIBIT 1

EXHIBIT C

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

BRANDI ADAMS and TREVOR HOLDEN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIBRATED HEALTHCARE SYSTEMS, LLC and CALIBRATED HEALTHCARE, LLC,

Defendants.

Lead Case No.: 8:24-cv-01754-JWH-KES

Assigned for All Purposes to:
Courtroom 9D, Hon. John W. Holcomb

[PROPOSED] JUDGMENT

1 On _____, 202x, the Court [granted] Plaintiffs’ Motion for Final
2 Approval and [granted] Class Counsel’s Motion for a Fee Award and Costs and the
3 Class Representatives’ Service Awards. (Dkt. ____.) All claims and parties to this
4 action are dismissed with prejudice, and each party is to bear its own attorneys’ fees
5 and costs except as provided in the Court’s order granting Class Counsel’s Motion
6 for a Fee Award and Costs. The Parties are directed to implement the Settlement
7 Agreement in accordance with its terms. The Court retains jurisdiction to enforce the
8 terms of the Settlement Agreement. Judgment is entered. The Clerk shall close this
9 file.

10 **IT IS SO ORDERED.**

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12 Dated: _____, 202x

13 _____
14 HON. JOHN W. HOLCOMB
15 UNITED STATES DISTRICT JUDGE
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EXHIBIT D

Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.
Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)

Notice of Calibrated Healthcare Settlement

*A court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely, as it may affect your legal rights.*

IMPORTANT MESSAGE FROM THE COURT

As a Settlement Class Member, you will automatically receive two years of free Medical Monitoring and Identity Theft Insurance Services and an approximate monetary cash payment between \$21.44 and \$28.68 (“Monetary Payment”). To receive your two free years of Medical Monitoring and Identity Theft Insurance Services, which is Medical Shield Total provided by CyEx, please follow the enrollment instructions that will be sent to you after the Settlement is finally approved. You may be eligible to receive additional Settlement Benefits—please read below or go to www.CalibratedSettlement.com and submit a Claim Form using your Claim Number and Last Name (located on the Summary Notice you received).

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

- A proposed Settlement has been reached with Defendants Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC (collectively, “Calibrated” or “Defendants”) relating to the alleged Data Breach Defendants suffered in February 2024, whereby certain files containing the personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Confidential Information”) of their patients were allegedly accessed, viewed, copied, and disclosed without authorization.
- The Settlement Class is comprised of persons whose Confidential Information may have been compromised as a result of the alleged Data Breach and who are identified on the Settlement Class List.
- If you received a notice from Defendants about the alleged Data Breach, you are included in this Settlement as a “Settlement Class Member” unless you opt-out.
- Under the Settlement, Defendants have agreed to establish a Settlement Fund to pay for: (i) two years of Medical Monitoring and Identity Theft Monitoring Services; (ii) an approximate Monetary Payment between \$21.44 and \$28.68 for the alleged damages Class Members suffered as a result of having their Confidential Information allegedly disclosed during the Data Breach, which includes the damages for the claims brought under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.*; (iii) a cash payment of up to \$175.00 for up to seven hours of time spent fairly traceable to the alleged Data Breach valued at \$25.00 per hour (“Documented Time”); (iv) a cash payment of up to \$5,000.00 for documented, out-of-pocket losses or expenditures fairly traceable to the Data Breach (“Out-of-Pocket Costs”); and (v) Administrative Expenses, court-

approved attorneys’ fees and expenses, and Service Awards for Class Representatives.

- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement Benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.
- **These rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action. Please read this entire Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	EXPLANATION	DEADLINE
DO NOTHING	If you do nothing, you will automatically receive two free years of Medical Shield Total by CyEx and an approximate monetary cash payment between \$21.44 and \$28.68. You will also give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.	
SUBMIT A CLAIM FORM TO OBTAIN CERTAIN BENEFITS	Submitting a Claim Form is the only way that you can receive a payment for Documented Time and reimbursement of Out-of-Pocket Costs.	Claims must be filed on or before [REDACTED], 202[REDACTED].
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants, or certain related parties, based on claims related to the alleged Data Breach. If you exclude yourself, you will give up the right to receive any benefits from this Settlement, including Medical Shield Total by CyEx and an automatic Monetary Payment.	Requests for exclusion must be mailed on or before [REDACTED], 202[REDACTED].

NOTICE OF CALIBRATED HEALTHCARE SETTLEMENT

This Settlement affects your legal rights even if you do nothing.

Questions? Go to www.CalibratedSettlement.com or call 1-888-888-8888.

<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p>	<p>You may object to the Settlement by filing a statement with the Settlement Administrator and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Settlement Administrator to provide comments or reasons why you support the Settlement.</p> <p>If you object, you will still automatically receive Medical Shield Total by CyEx and an approximate Monetary Payment between \$21.44 and \$28.68. You may also submit a Claim Form to receive additional Settlement Benefits, and you will give up the right to sue the Defendants and certain related parties in any separate lawsuit based on claims related to the alleged Data Breach.</p>	<p>Objections must be filed and mailed on or before [REDACTED], 202[REDACTED].</p>
<p>ATTEND THE FINAL APPROVAL HEARING ON [REDACTED], 202[REDACTED]</p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.</p>	

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Benefits are available, who is eligible for them, and how to get them.

The Honorable John W. Holcomb of the United States District Court for the Central District of California, Southern Division, is overseeing this class action. The case is known as *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs," and the companies they sued, Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC, are called "Defendants."

2. What is this lawsuit about?

On or about February 26, 2024, Defendants became aware of a security incident during which unauthorized parties accessed certain systems within their computer network between February 25, 2024 and February 26, 2024, and, during that timeframe, certain files containing the personally identifiable information ("PII") and protected health information

(“PHI”) (collectively, “Confidential Information”), including names, date of births, medical diagnosis/treatment information, health insurance information, including claims and billing information, and, for some patients, Social Security numbers and/or driver’s license numbers, were allegedly accessed, viewed, copied, and disclosed without authorization.

The Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. Defendants deny any liability or wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated. The Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, the Defendants are not admitting any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who exclude themselves from the Settlement Class.

The Class Representatives in this case are Brandi Adams and Trevor Holden.

4. Why is there a Settlement?

The Class Representatives and Defendants do not agree about the claims and allegations made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Defendants. Instead, the Class Representatives and Defendants have agreed to settle the Action. The Class Representatives and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Defendants.

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

If you received a Summary Notice of this Settlement, you have been identified as a potential Settlement Class Member, because you received a written notice from Defendants concerning the alleged Data Breach or otherwise are on the Settlement Class List.

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

Yes, the Settlement Class does not include: (1) the Judges presiding over the Action, members of their families, and staff; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, and directors; (3)

individuals who properly execute and submit a procedurally proper and timely Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach, or who pleads *nolo contendere* to any such charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.CalibratedSettlement.com or email the Settlement Administration at info@CalibratedSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following Settlement Benefits:

- **Two years of Medical Monitoring and Identity Theft Insurance Services** provided by CyEx;
- **Monetary Payment** between \$21.44 and \$28.68 depending on the amount of approved claims for Out-of-Pocket Costs and Documented Time;
- **Cash payment of up to \$175.00 for Documented Time** for up to seven hours of documented time fairly traceable to the alleged Data Breach, valued at \$25.00 per hour; and
- **Cash payment of up to \$5,000.00 for Out-of-Pocket Costs** for documented losses and/or out-of-pocket costs fairly traceable to the alleged Data Breach.

9. Tell me more about the Medical Monitoring and Identity Theft Insurance Services.

You will automatically be sent enrollment instructions for two years of free Medical Monitoring and Identity Theft Insurance Services, which provides a way to protect yourself from unauthorized use of your information. If you already have medical or credit monitoring services, you may still sign up for this additional protection, and if you already maintain a subscription for the Medical Monitoring and Identity Theft Insurance Services with CyEx, your service will be extended by two years for no additional charge. The two years of Medical Monitoring and Identity Theft Insurance Services are Medical Shield Total provided by CyEx. These Medical Monitoring and Identity Theft Insurance Services include:

- 3-Bureau credit monitoring;
- Healthcare Insurance Plan ID Monitoring;
- Medicare Beneficiary Identifier ID Monitoring;
- Medical Record Number Monitoring, International Classification of Disease Monitoring;
- National Provider Identifier Monitoring;
- Health Savings Account Monitoring;
- Dark Web Monitoring;
- \$1,000,000 Identity Theft Insurance;
- Real-Time Authentication Alerts;
- High-Risk Transaction Monitoring;
- Security Freeze Assist;
- Victim Assistance; and
- Insight & Tips.

More information about the Medical Shield Total being provided by CyEx through this Settlement is available at [\[REDACTED\]](#).

10. Tell me more about the Monetary Payment.

You will automatically be sent a Monetary Payment between \$21.44 and \$28.68, depending on the amount of claims for Documented Time and reimbursement of Out-of-Pocket Costs, for the alleged damages you suffered as a result of having your Confidential Information allegedly disclosed during the Data Breach, which includes the damages for the claims brought under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.* The Monetary Payment will be paid out of the Settlement Fund and will be each Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after all other Settlement Benefits have been paid for out of the Net Settlement Fund, including the costs for Medical Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs Payments, and Documented Time Payments.

11. Tell me more about the cash payment for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the alleged Data

Breach, including time spent attempting to remedy or remedying issues fairly traceable to the alleged Data Breach (including time spent on any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or Social Security number) incurred on or after February 25, 2024, you may qualify for an additional cash payment of \$25.00 per hour for up to seven hours of time (up to \$175.00).

To receive a Documented Time Payment, you will be required to state the actual time spent remedying issues fairly traceable to the alleged Data Breach, sign an attestation that the information you are providing is true and accurate "under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Documented Time Payments exceed \$100,000.00. If the total value of Approved Claims for Documented Time were to \$100,000.00, then all Documented Time Payments shall be reduced pro rata.

12. Tell me more about the cash payment for Out-of-Pocket Costs.

If you spent money remedying or attempting to remedy identity theft or fraud that was fairly traceable to the alleged Data Breach, or if you spent money to protect yourself from future harm because of the alleged Data Breach, you may make a claim for reimbursement of up to \$5,000.00 in Out-of-Pocket Costs. Out-of-Pocket Costs consist of unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Data Breach and incurred on or after February 25, 2024.

To receive an Out-of-Pocket Costs Payment, you will be required to sign an attestation that the information you are providing is true and accurate "under penalty of perjury" and provide Reasonable Documentation that demonstrates the Out-of-Pocket Costs to be reimbursed. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Out-of-Pocket Costs Payments exceed \$150,000.00. If the total value of Approved Claims for Out-of-Pocket Costs were to exceed \$150,000.00, then all Out-of-Pocket Costs Payments shall be reduced pro rata.

13. Have Defendants taken remedial measures in response to the Data Breach?

Defendants have taken or will take certain reasonable steps to further secure their systems

and environments from future threats, including *inter alia*, hiring a Chief Information Security Officer, hiring additional cyber security analysts, updating servers, implementing additional cyber security and loss prevention systems; implementing multi-factor authentication to all network access points, which are estimated to cost Defendants \$630,000.00. These efforts and changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Confidential Information.

14. What is the total value of the Settlement?

Defendants have agreed to pay \$1,750,000.00 to resolve all claims brought in this Action. Plaintiffs and Class Counsel's current estimation, which is not opposed by Defendants, of the total value of the Settlement Benefits offered to the Settlement Class is \$27,184,332.60. The Settlement Value includes the \$1,750,000.00 Settlement Fund, the \$630,000.00 in enhanced security measures by Defendants (for which the litigation was a substantial motivating factor), and \$24,843,165.60¹ in value that the Settlement Class will receive based on the Medical Monitoring and Identity Theft Insurance Services, before deducting the cost of providing that Settlement Benefit.

The \$1,750,000.00 Settlement Fund will be used to automatically provide each Settlement Class Member with two years of Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment between \$21.44 and \$28.68. In addition, the Settlement Fund will be used to provide an additional cash payment of up to \$175.00 to each Settlement Class Member who submits a valid claim for a Documented Time Payment, and a cash payment of up to \$5,000.00 to each Settlement Class Member who submits a timely valid claim for an Out-of-Pocket Costs Payment. Any court-approved attorneys' fees and costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any Administrative Expenses will be paid out of the Settlement Fund. Any remaining funds will be redistributed to each Settlement Class Member who cashes or deposits their initial Monetary Payment or otherwise sent to the Non-Profit Residual Recipient. None of the money in the \$1,750,000.00 Settlement Fund will be paid back to Defendants in the event the Effective Date occurs.

15. What am I giving up to get Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against Defendants or related parties about the legal issues in this Action that are resolved by this Settlement and released by the Class Action Settlement Agreement and Release ("Settlement Agreement"). The specific rights you are giving up are called Released

¹ \$29.95 monthly cost x 24 months = \$718.80 value. \$718.80 value x 34,562 Class Members = \$24,843,165.60 value before deducting the cost of providing that Settlement Benefit.

Claims (see next question).

16. What are the Released Claims?

In exchange for the Settlement and as detailed in the Settlement Agreement, Settlement Class Members agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing from any and all claims or causes of action, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or have prior to the Effective Date (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body (including but not limited to any state, local or federal regulatory body), arising from the alleged Data Breach or the acts, omissions, or other conduct by Defendants as alleged in the Action or that could have been alleged in the action, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source. The Released Claims shall specifically include the claims in this Action for: (1) violation of the California Confidentiality of Medical Information Act ("CMIA") (Cal. Civ. Code § 56, *et seq.*); (2) violation of the California Consumer Privacy Act ("CCPA") (Cal. Civ. Code § 1798.150, *et seq.*); (3) violation of the California Unfair Competition Law ("UCL") (Cal. Business & Professions Code § 17200, *et seq.*) for unlawful, fraudulent, and unfair business practice; (4) violation of California Consumers Legal Remedies Act ("CLRA") (Cal. Civ. Code § 1750, *et seq.*); (5) violation of California Consumer Records Act ("CRA") (Cal. Civ. Code § 1798.82, *et seq.*); (6) negligence; (7) invasion of privacy; (8) breach of contract; (9) breach of implied contract; and (10) unjust enrichment.

The Released Claims do not include claims against the cyber attacker(s) who committed the criminal acts involved in the alleged Data Breach and persons or entities that intentionally misuse for unlawful purposes the information potentially acquired in the alleged Data Breach.

More information is provided in the Settlement Agreement, which is available at www.CalibratedSettlement.com.

HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

17. How do I make a claim for Settlement Benefits?

You do not need to make a claim to receive two years of Medical Monitoring and Identity Theft Insurance Services or a Monetary Payment. You must make a claim to receive a payment for Documented Time and/or Out-of-Pocket Costs.

Claim Forms may be submitted online at www.CalibratedSettlement.com, or mailed or emailed to the Settlement Administrator at the mailing address or email address, respectively, on the Claim Form. Claim Forms are also available for download on the Settlement Website (www.CalibratedSettlement.com) or you may request one by emailing info@CalibratedSettlement.com or writing to *Calibrated Healthcare Settlement*, P.O. Box _____, _____, CA _____. The quickest way to file a claim is online through the Settlement Website.

If you received a Summary Notice by mail, please use your Claim Number and Last Name, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, please email info@CalibratedSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is _____, 202_.**

19. How do I make a claim for a Documented Time Payment?

To file a claim for a cash payment of up to \$175.00 for Documented Time spent remedying or attempting to remedy issues fairly traceable to the alleged Data Breach, you must submit a valid Claim Form electing to receive a Documented Time Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.CalibratedSettlement.com. Instructions for filling out a claim for Documented Time are included on the Claim Form. **The deadline to file a claim for Documented Time is _____, 202_.** You may file a claim for Documented Time in addition to a claim for Out-of-Pocket Costs Payment. If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, you will still be sent a Monetary Payment and two years of Medical Monitoring and Identity Theft Insurance Services.

20. How do I make a claim for an Out-of-Pocket Costs Payment?

To file a claim for a cash payment of up to \$5,000.00 for reimbursement of Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive an Out-of-Pocket Costs Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card

statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.CalibratedSettlement.com. Instructions for filling out a claim for Fraud/Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Out-of-Pocket Costs is [REDACTED], 202[REDACTED].** You may file a claim for Out-of-Pocket Costs in addition to a claim for a Documented Time Payment. If your claim for Out-of-Pocket Costs is rejected by the Settlement Administrator and you do not correct it, you will still be sent a Monetary Payment and two years of Medical Monitoring and Identity Theft Insurance Services.

21. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing info@CalibratedSettlement.com or by writing to *Calibrated Healthcare Settlement*, P.O. Box [REDACTED], [REDACTED], CA [REDACTED].

22. When and how will I receive the benefits from the Settlement?

You will automatically be mailed enrollment instructions for two years of Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment, unless you submit a Claim Form and elect to receive the enrollment instructions and a Monetary Payment electronically. You must follow the enrollment instructions in order to activate your Medical Monitoring and Identity Theft Insurance Services.

23. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the Settlement Fund will be paid back to Defendants. If there is any money left in the Settlement Fund 150 days after the distribution of payments to Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims who cashed or deposited their Settlement payment, provided that the average check amount is equal to or greater than \$3.00. If the average check amount in a distribution would be less than \$3.00, the remaining Net Settlement Fund will be distributed to the Non-Profit Residual Recipient.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes, the Court has appointed as Class Counsel, Daniel S. Robinson of Robinson Calcagnie, Inc. and Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLC, to represent you and the Settlement Class for the purposes of this Settlement. You may hire

your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

25. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses of up to \$575,000.00. They will also ask the Court to approve \$5,000.00 Service Awards to each of the two Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's Fee Award and Costs, and Service Awards will be made available on the Settlement Website at www.CalibratedSettlement.com before the deadline for you to comment or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator by emailing info@CalibratedSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Proposed Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or "opt-out" of the Settlement.

26. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a Request for Exclusion. To be valid, the Request for Exclusion must be: (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. If a Request for Exclusion to the Settlement Administrator is submitted by U.S. Mail such Request for Exclusion must be in writing and must identify: (i) the case name *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.); (ii) state the name, address, and telephone number of the Settlement Class Members seeking exclusion; (iii) be physically signed by the person seeking exclusion; and (iv) contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)." A Valid Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked or received by the Settlement Administrator no later than _____, 202_.

Calibrated Healthcare Settlement

P.O. Box _____
_____, CA _____

You cannot exclude yourself online, by telephone, or by email.

27. If I exclude myself, can I still get Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. The only way to obtain Settlement Benefits including Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment is to remain a Settlement Class Member.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants and any other Released Parties for the Released Claims that this Settlement resolves. You must exclude yourself from this Action to start or continue your own lawsuit or be part of any other lawsuit against Defendants or any other Released Parties. If you have a pending lawsuit, consult with your attorney in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not exclude yourself and you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement.

To object, you must mail a signed statement with the Clerk of the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701, with the caption *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.), that includes: (i) your full name, current mailing address, and telephone number; (ii) a signed statement that you believe yourself to be a member of the Settlement Class and the basis of such belief; (iii) the specific grounds for the objection; (iv) all documents or writings that you desire the Court to consider; (v) a statement regarding whether you (or counsel of your choosing) and/or any witnesses intend to appear at the Final Approval Hearing; and (vi) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three years.

You must also mail a copy of your objection to the following places postmarked no later than **Month DD, YYYY**:

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Central District of California Ronald Reagan Federal Bldg. 411 West Fourth Street Santa Ana, CA 92701	Daniel S. Robinson Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658 Todd S. Garber Finkelstein, Blankinship, Frei-Pearson & Garber, LLP One North Broadway, Suite 900 White Plains, NY 10601	Casie D. Collignon Jason A. Orr Baker & Hostetler LLP 1801 California Street, Suite 4400 Denver, CO 80202

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures.

Class Counsel will file their request for attorneys' fees, reimbursement of litigation costs, and Service Awards for the Class Representative with the Court, which will also be posted on the Settlement Website at www.CalibratedSettlement.com.

30. What is the difference between objecting and requesting exclusion?

Objecting is informing the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is informing the Court you do not want to be part of the Settlement Class or participate in the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **_____**, 202**__** at **__:**__**__**.m. before the Honorable John W. Holcomb, United States District Court for the Central District of California, Southern Division, Ronald Reagan Federal Bldg., 411 West Fourth Street, Courtroom 9D, Santa Ana, CA, 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's Fee Award and Costs as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing. As long as you mail your written objection on time and as set forth above, it will be considered by the Court.

33. May I speak at the Final Approval Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

If you filed an objection, you should indicate whether you intend to appear in your objection (see Question 29). Your objection should state whether it is your intention to appear at the Final Approval Hearing and should identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection should also include your attorney's name, address, and telephone number.

IF YOU DO NOTHING

34. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class but will not receive any Settlement Benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

35. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at www.CalibratedSettlement.com or by writing to *Calibrated Healthcare Settlement*, P.O. Box [REDACTED], [REDACTED], CA [REDACTED]. Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions, you may contact Class Counsel at:

Daniel S. Robinson
Robinson Calcagnie, Inc.
P.O. Box 2350
Newport Beach, CA 92658

Todd S. Garber
Finkelstein, Blankinship,
Frei-Pearson & Garber, LLP
One North Broadway, Suite 900
White Plains, NY 10601

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS
NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS.**

EXHIBIT E

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

BRANDI ADAMS and TREVOR HOLDEN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CALIBRATED HEALTHCARE SYSTEMS, LLC and CALIBRATED HEALTHCARE, LLC,

Defendants.

Lead Case No.: 8:24-cv-01754-JWH-KES

Assigned for All Purposes to:
Courtroom 9D, Hon. John W. Holcomb

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: _____, 202X

Time: 9:00 a.m.

Courtroom: 9D

1 preferential treatment to any individual or segment of the Settlement Class and fall
2 within the range of possible approval as fair, reasonable, and adequate.

3 5. The Court GRANTS the preliminary approval of the Settlement
4 Agreement and all the terms and conditions contained therein.

5 **Certification for Settlement Purposes Only**

6 6. The Settlement Agreement defines the Settlement Class as follows:

7 The approximately 34,562 persons identified on the
8 Settlement Class List, including Plaintiffs, whose
9 Confidential Information may have been compromised as
10 a result of the Data Breach. Excluded from the Settlement
11 Class are: (1) the Judges presiding over the Action,
12 members of their families, and staff; (2) the Defendants,
13 their subsidiaries, parent companies, successors,
14 predecessors, and any entity in which the Defendants or
15 their parents have a controlling interest and their current
16 or former officers, and directors; (3) individuals who
17 properly execute and submit a procedurally proper and
18 timely Request for Exclusion prior to the expiration of the
19 Opt-Out Period; and (4) any person found by a court of
20 competent jurisdiction to be guilty under criminal law of
21 initiating, causing, aiding or abetting the criminal activity
22 occurrence of the Data Breach, or who pleads *nolo*
23 *contendere* to any such charge.

24 7. If the Settlement Agreement is not finally approved by this Court, or if
25 such final approval is reversed or materially modified on appeal by any court, (a) to
26 the extent applicable, the Preliminary Approval Order, the Final Approval Order, and
27 the Judgment, and all of its or their provisions will be vacated by its or their own
28 terms, including, but not limited to, vacating any and all rulings regarding class
certification for settlement purposes, including conditional certification of the
Settlement Class under Rule 23(b)(3), conditional appointment of Plaintiffs as Class
Representatives, and conditional appointment of Plaintiffs' Counsel as Class
Counsel; (b) the Settlement Agreement will be deemed null and void (with the
exception of Paragraphs IV.D.66.), and the Action will revert to the status that existed
before the Settlement Agreement's execution date; and (c) (i) no term or draft of the
Settlement Agreement, (ii) nor any part of the Parties' settlement discussions,
negotiations, or documentation (including any declaration or brief filed in support of

1 the motion for preliminary approval or motion for final approval), (iii) nor any rulings
2 regarding class certification for settlement purposes (including the Preliminary
3 Approval Order and, if applicable, the Final Approval Order and the Judgment), will
4 have any effect or be admissible into evidence for any purpose in the Action or any
5 other proceeding. If the Court does not approve the Settlement or enter the Final
6 Approval Order and the Judgment for any reason, or if the Effective Date of the
7 Settlement cannot occur for any reason, Defendant shall retain all its rights, for
8 example, to object to the maintenance of the Action as a class action, to move to
9 dismiss, to move for summary judgment, and to assert defenses at trial, and nothing
10 in this Settlement Agreement or other papers or proceedings related to the Settlement
11 shall be used as evidence or argument by any Party concerning whether the Action
12 may properly be maintained as a class action, or for any other purpose.

13 8. Solely for purposes of effectuating the proposed Settlement Agreement,
14 the Court finds, pursuant to Rule 23(e)(1), that the requirements for class certification
15 under Federal Rule of Civil Procedure 23(a) are likely to be found satisfied as: (i) the
16 Settlement Class is comprised of approximately 34,562 individuals; (ii) there are
17 questions of law or fact common to the Settlement Class; (iii) the Class
18 Representatives' claims are typical of those of Settlement Class Members; and (iv)
19 the Settlement Class Representatives will fairly and adequately protect the interests
20 of the Settlement Class.

21 9. Solely for purposes of effectuating the proposed Settlement, the Court
22 finds, pursuant to Rule 23(e)(1), that the requirements for class certification under
23 Federal Rule of Civil Procedure 23(b)(3) are likely to be found satisfied as: the
24 questions of law or fact common to the Settlement Class predominate over individual
25 questions and class action litigation is superior to other available methods for the fair
26 and efficient adjudication of this controversy.

27 10. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely
28 for purposes of effectuating the Settlement, the Court hereby appoints Brandi Adams

1 and Trevor Holden as Class Representatives.

2 11. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely
3 for purposes of effectuating the Settlement, the Court hereby appoints as Class
4 Counsel to represent the proposed Settlement Class: Daniel S. Robinson of Robinson
5 Calcagnie, Inc. and Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson &
6 Garber, LLC. Solely for the purposes of effectuating the Settlement, Class Counsel
7 are authorized to act on behalf of the Class Representatives, and all other Settlement
8 Class Members, with respect to all acts or consents required by or that may be given
9 pursuant to the Settlement Agreement, including all acts that are reasonably
10 necessary to consummate the Settlement, subject to final approval by the Court of
11 the Settlement.

12 **Administration and Notice to the Settlement Class**

13 12. The Court appoints Simpluris to serve as the Settlement Administrator.
14 Simpluris shall supervise and administer the Notice procedures, establish and operate
15 the Settlement Website, administer the claims processes, distribute cash payments
16 according to the processes and criteria set forth in the Settlement Agreement, and
17 perform any other duties that are reasonably necessary or provided for in the
18 Settlement Agreement.

19 13. All reasonable costs of Notice and costs of administering the Settlement
20 shall be paid from the Settlement Fund as contemplated by Paragraph IV.A.2 and
21 IV.D.68 of the Settlement Agreement.

22 14. The Court approves, as to form and content, the proposed Claim Form,
23 Long Form Notice, and the Summary Notice, which are attached to the Settlement
24 Agreement as Exhibits A, D, and F, respectively, and finds that their dissemination
25 substantially in the manner and form set forth in the Settlement Agreement meets the
26 requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the
27 best notice practicable under the circumstances, and is reasonably calculated, under
28 the circumstances, to apprise members of the Settlement Class of the pendency of the

1 Action, the effect of the proposed Settlement (including the releases contained
2 therein), the anticipated Motion for a Fee Award and Costs and Service Awards, and
3 their rights to participate in, opt out of, or object to any aspect of the proposed
4 Settlement.

5 15. Within seven (7) days of the Court entering the Preliminary Approval
6 Order, Defendant shall, for the purpose of facilitating the distribution of the Summary
7 Notices, provide the Settlement Administrator, who shall maintain such list
8 confidentially and shall not disclose to any other party or third person, with the
9 Settlement Class List.

10 16. Pursuant to Section IV.G of the Settlement Agreement, the Settlement
11 Administrator shall complete dissemination of the Notice on or before the Notice
12 Date, defined in the Settlement Agreement as thirty (30) days from the date the
13 Settlement Administrator receives the Settlement Class List from Defendant. Within
14 fourteen (14) days after entry of this Preliminary Approval Order, the Settlement
15 Administrator shall establish the Settlement Website which shall contain relevant
16 documents relating to the settlement such as the Notices, information about the
17 submission of Claim Forms, and other relevant documents (such as the operative
18 complaint filed in the Action, the Settlement Agreement, the Preliminary Approval
19 Order, Claim Form, any Motion for a Fee Award and Costs and Service Awards, any
20 brief filed by the Parties in support of the Settlement, and the Final Approval Order).

21 **Participation in the Settlement, Requests for Exclusion and Objections**

22 17. Settlement Class Members shall automatically be sent two years of
23 Medical Shield Total by CyEx and a Monetary Payment. Settlement Class Members
24 who wish to make a Claim for a Documented Time Payment or Out-of-Pocket Costs
25 Payment must do so by submitting a Claim Form by the Claim Deadline, which is
26 hereby set as ninety (90) days following the Notice Date, in accordance with the
27 instructions contained therein. The Settlement Administrator shall determine the
28 eligibility of Claims submitted and allocate the Settlement Funds in accordance with

1 the Settlement Agreement.

2 18. Settlement Class Members who wish to object to the Settlement must
3 mail to the Court, or file through the Court's ECF system, a written objection with
4 the caption *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No.
5 8:24-cv-01754 (C.D. Cal.), that includes: (i) the Settlement Class Member's full
6 name, current mailing address, and telephone number; (ii) a signed statement that he
7 or she believes himself or herself to be a member of the Settlement Class and the
8 basis of such belief; (iii) the specific grounds for the objection; (iv) all documents or
9 writings that the Settlement Class Member desires the Court to consider; (v) a
10 statement regarding whether they (or counsel of their choosing) and/or any witnesses
11 intend to appear at the Final Approval Hearing; and (vi) a list, by case name, court,
12 and docket number, of all other cases in which the objector and/or the objector's
13 counsel has filed an objection to any proposed class action settlement within the last
14 three years. All written objections must be post-marked no later than the Objection
15 Deadline. Any member of the Settlement Class who does not file a valid and timely
16 written objection in accordance with these procedures and the procedures detailed in
17 Paragraph IV.I.96 of the Settlement Agreement, shall be deemed to have waived his
18 or her objections and forever be barred from making any such objections in the
19 Action or in any other action or proceeding.

20 19. Any putative member of the Settlement Class who seeks to be excluded
21 from the Settlement Class must submit a Request for Exclusion, which must be: (i)
22 submitted electronically on the Settlement Website, or (ii) postmarked or received by
23 the Settlement Administrator on or before the end of the Opt-Out Period. If a Request
24 for Exclusion to the Settlement Administrator is made via US Mail, the request must
25 be in writing and must: (i) identify the case name *Adams, et al. v. Calibrated*
26 *Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.); (ii)
27 state the name, address, and telephone number of the Settlement Class Members
28 seeking exclusion; (iii) be physically signed by the person seeking exclusion; and (iv)

1 contain a statement to the effect that “I hereby request to be excluded from the
2 proposed Settlement Class in *Adams, et al. v. Calibrated Healthcare Systems, LLC,*
3 *et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)” A Valid Request for
4 Exclusion must be addressed to the Settlement Administrator at the address below
5 and postmarked or received by the Settlement Administrator no later than _____,
6 202____. No Person may request to be excluded from the Settlement Class through
7 “mass” or “class” opt-outs. Any member of the Settlement Class who does not file a
8 valid and timely Request for Exclusion shall be bound by the terms of the Settlement
9 Agreement upon entry of the Final Approval Order.

10 **Final Approval Hearing**

11 20. The Final Approval Hearing shall be held by the Court on _____,
12 _____, 202____, beginning at ____:____ a.m., in Courtroom 9D of the United States District
13 Court for the Central District of California, Ronald Reagan Federal Building and
14 United States Courthouse, 411 West Fourth Street, Santa Ana, California 92701.

15 21. At the Final Approval Hearing, the Court will determine whether: (1)
16 the requirements for certification of the Settlement Class under Federal Rule of Civil
17 Procedure 23(b)(3) have been met; (2) the proposed settlement of the Action on the
18 terms set forth in the Settlement should be approved as fair, reasonable, adequate,
19 and in the best interests of the Settlement Class Members; (3) Class Counsel’s Motion
20 for a Fee Award and Costs and Service Awards should be approved; and (4) the Final
21 Approval Order and the Judgment approving the Settlement and dismissing the
22 Action on the merits with prejudice against the Plaintiffs and all other Settlement
23 Class Members should be entered.

24 22. The Final Approval Hearing may, without further notice to the
25 Settlement Class Members (except those who have filed timely and valid objections
26 and requested to speak at the Final Hearing), be continued or adjourned by order of
27 the Court.

28 23. Objections by any Settlement Class Member to: (a) the certification of

1 the Settlement Class under Federal Rule of Civil Procedure 23(b)(3); (b) the
2 Settlement; and/or (c) the entry of the Final Approval Order and Final Judgment,
3 shall be considered by the Court at the Final Approval Hearing only if such
4 Settlement Class Member files with the Court a notice of his or her objections,
5 submits documentary proof that he or she is a Settlement Class Member, and states
6 the basis for such objections.

7 24. On or before _____, 202_, Class Counsel shall file all papers in
8 support of the application for the Final Approval Order and Final Judgment. On or
9 before _____, 202_, Class Counsel shall file all papers in support of any
10 Motion for a Fee Award and Costs and Service Awards.

11 25. Objections by any Settlement Class Member to Class Counsel's Motion
12 for a Fee Award and Costs and Service Awards shall be considered by the Court at
13 the Final Approval Hearing only if such Settlement Class Member files with the
14 Court a notice of his or her objections, submits documentary proof that he or she is a
15 Settlement Class Member, and states the basis for such objections, by _____,
16 202_.

17 26. Class Counsel's Motion for a Fee Award and Costs and Service Awards
18 will be considered separately from the fairness, reasonableness, and adequacy of the
19 Settlement. Any appeal from any order relating solely to Class Counsel's Motion for
20 a Fee Award and Costs and Service Awards, or any reversal or modification of any
21 such order, shall not operate to modify, terminate, or cancel the Settlement or affect
22 or delay the finality of the Final Approval Order and Judgment.

23 27. All proceedings and deadlines in this matter, except those necessary to
24 implement this Order and the Settlement, are hereby stayed and suspended until
25 further order by the Court.

26 28. All Persons in the Settlement Class who do not validly and timely opt
27 out and exclude themselves are hereby enjoined from pursuing or prosecuting any of
28 the Released Claims as set forth in the Settlement Agreement until further order of

1 the Court.

2 29. The Parties' Counsel are hereby authorized to utilize all reasonable
3 procedures in connection with the administration of the Settlement which are not
4 materially inconsistent with either this Order or the Settlement Agreement.

5 **IT IS SO ORDERED.**

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8 Dated: , 202

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HON. JOHN W. HOLCOMB
UNITED STATES DISTRICT JUDGE

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EXHIBIT F

P.O. Box _____

Santa Ana, CA 92799-9958

**Adams, et al. v. Calibrated Healthcare
Systems, LLC, et al.**

Case No. 8:24-cv-01754-JWH-KES

**IF YOUR CONFIDENTIAL INFORMATION WAS
POTENTIALLY COMPROMISED IN THE
FEBRUARY 2024 CALIBRATED HEALTHCARE
DATA BREACH, A PROPOSED CLASS ACTION
SETTLEMENT MAY AFFECT YOUR RIGHTS
AND ENTITLE YOU TO BENEFITS AND A
CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

THIS NOTICE IS ONLY A SUMMARY.

VISIT

WWW.CALIBRATEDSETTLEMENT.COM

**OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit #__

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A Settlement has been reached with Calibrated Healthcare Systems, LLC, and Calibrated Healthcare, LLC (collectively, "Calibrated") in a class action lawsuit. The case is about the February 2024 cyberattack on certain systems within Calibrated's computer network ("Data Breach"). Certain files containing Confidential Information were potentially accessed. Calibrated denies any liability or wrongdoing, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available on the Settlement Website.

Who is included in the Settlement?

The Court has defined the class as: "the approximately 34,562 persons identified on the Settlement Class List, including Plaintiffs, whose Confidential Information may have been compromised as a result of the Data Breach."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement Benefits?

All Class Members will **automatically** receive two years of **Medical Monitoring and Identity Theft Insurance Services** and a **Monetary Payment** that is estimated to be between \$21.44 and \$28.68.

Additionally, if you have **documented** losses you can get paid to **\$5,000.00** for **Out-Of-Pocket Costs**. If you can **document** that you spent time remedying or attempting to remedy

problems caused by the alleged Data Breach, you can get \$25.00/hour for up to seven hours (up to **\$175.00**). Claims for **documented Out-of-Pocket Costs** and **Documented Time** may be filed online and may be reduced pro rata depending on the amount of Approved Claims.

For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

Full details and instructions are available online.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Calibrated. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may mail an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a Final Approval Hearing in this case on **[FA Hearing Date]** at the Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701, to consider whether to approve the Settlement. The

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Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$575,000.00, and Service Awards of \$5,000.00 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

Filed 09/18/25

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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.75M Calibrated Healthcare Settlement Resolves Class Action Lawsuit Over February 2024 Data Breach](#)
