

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement¹ and Release (“Settlement Agreement”) is entered into by and between (i) Vasindas’ Around the Clock Care, Inc. (“Vasindas” or “Defendant”) and (ii) Kristi Nelson and Heather Velez (“Plaintiffs”) both individually and on behalf of the Settlement Class. Vasindas and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. Defendant Vasindas’ Around the Clock Care, Inc., is a California-based entity that offers home care services to aging adults, those with acute and chronic illnesses, and the disabled.

2. On or around June 18, 2024, Vasindas identified suspicious activity within its network. Upon learning of the Data Incident, Defendant immediately launched an investigation and determined that a criminal third party potentially gained access to the Private Information of some individuals.

3. On August 27, 2024, Plaintiff Kristi Nelson filed a putative class action lawsuit against Vasindas in the California Superior Court for the County of Kern alleging that an unauthorized actor breached Vasindas’ network and accessed files containing personal identifiable information (“PII”) and protected health information (“PHI”) including full names, Social Security numbers, driver’s license numbers or governmental identification numbers, dates of birth, financial account or payment card information, addresses, billing and claims information, and medical and health insurance information (the “Data Incident”). The matter is captioned *Nelson et al. v. Vasindas’ Around the Clock Care, Inc.*, Case No. BCV-24-102900. On September 20, 2024, Heather Velez also filed an action in the California Superior Court for the County of Kern, captioned *Velez et al v. Vasindas’ Around the Clock Care Inc.* Case No. BCV-24-103205 also alleging injuries arising from the Data Incident. The Court later consolidated those actions into the *Nelson* action on April 28, 2026 (the “Litigation”).

4. Prior to consolidation, Vasindas filed a demurrer to Plaintiff Nelson’s complaint, and Plaintiff Nelson responded in opposition thereto. Likewise, Vasindas filed a demurrer to Plaintiff Velez’s first amended complaint and Plaintiff Velez responded in opposition thereto. Prior to the hearing on the respective demurrers and post-consolidation, the Parties agreed to explore a negotiated resolution and exchanged informal discovery to allow the Parties to evaluate the strengths and weaknesses of their respective litigation positions. Informal discovery efforts were targeted at the size and makeup of the putative class, the nature of the Data Incident, the scope of information at issue, and Defendant’s response to the Data Incident.

5. The Parties continued to engage in settlement discussions and attended a full day mediation with Bruce Friedman of JAMS on March 30, 2026. While the matter did not resolve at mediation the Parties continued negotiations and were ultimately able to reach an agreement in

¹ All capitalized terms herein shall have the same meanings as those defined in Section II below.

principle regarding the terms of settlement, as fully set forth in this Class Action Settlement Agreement and Release (“Settlement Agreement”).

6. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through the Litigation would require substantial additional risk, uncertainty, discovery, time, and expense for all Parties.

7. Vasindas has denied and continues to deny (a) all allegations and claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else of any kind whatsoever that have or could have been asserted in this Litigation or may be asserted in the future concerning the Data Incident; (b) that the Plaintiffs in the Litigation and the class he purports to represent have suffered any damage; and (c) that the Litigation satisfies the requirements to be tried as a class action. Despite Vasindas’ position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Vasindas desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability by Vasindas and any related persons or entities, nor shall it constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Vasindas or admission by any of the parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action.

8. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs’ determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

9. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of Settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without

costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows:

II. DEFINITIONS

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

11. “**Action**” means the putative consolidated class action lawsuit styled *Nelson et al. v. Vasindas’ Around the Clock Care, Inc.*, Case No. BCV-24-102900 (Cal. Super. Ct. Kern Cnty.).

12. “**Administrative Expenses**” or “**Settlement Administration Fees**” shall mean expenses associated with the Settlement Administrator, including but not limited to actual costs in providing Notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

13. “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this agreement between Plaintiffs and Defendant, including all exhibits hereto.

14. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

15. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date 90 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form. “**Class**,” “**Settlement Class**,” “**Class Member**,” or “**Settlement Class Member**” shall mean “All citizens of the United States whose Personal Information was actually or potentially accessed and/or compromised in the Data Incident.” The Settlement Class specifically excludes: (a) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any current or former officers, directors, legal representatives, heirs, successors, or assigns of Vasindas, and any entity in which Vasindas has a controlling interest; (e) Settlement Class Members who submit a valid request for exclusion prior to the Exclusion Deadline; and (f) 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 Incident, or who pleads *nolo contendere* to any such charge.

16. “**Class Counsel**” shall mean John J. Nelson of Milberg, PLLC and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP.

17. **“Class List”** means the list of Settlement Class Members’ names, last known postal addresses, and email addresses. The Defendant shall prepare and provide the Class List to the Settlement Administrator following Preliminary Approval using information in Defendant’s records.
18. **“Claims Finalization Date”** shall mean the date after the entrance of the Final Approval Order when all claims are finalized without any further dispute.
19. **“Class Representatives”** means the Plaintiffs, Kristi Nelson and Heather Velez.
20. **“Counsel”** or **“Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.
21. **“Court”** means the Superior Court of the State of California for the County of Kern who shall have jurisdiction over the pending Litigation.
22. **“Data Incident”** means the cybersecurity incident identified by Vasindas on or around June 18, 2024, in which a criminal third party gained unauthorized access to Defendant’s networks, and may have accessed the Private Information of some individuals.
23. **“Defendant”** means Vasindas’ Around the Clock Care, Inc.
24. **“Defendant’s Counsel”** shall mean Lisa A. Houssiere and Kamran B. Ahmadian of Baker & Hostetler LLP.
25. **“Effective Date”** shall mean the first date by which all of the events and conditions specified in paragraph 28 herein have occurred and been met.
26. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representatives.
27. **“Fee Award”** means the amount of attorneys’ fees awarded by the Court to Class Counsel inclusive of Class Counsel’s expenses shall not exceed \$260,000.
28. **“Final”** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).
29. **“Final Approval Hearing”** means the hearing before the Court where Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving Service Awards to the Class Representatives. The Parties agree that the Final Approval Hearing may be held remotely.
30. **“Final Approval Order”** shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to the California Code of Civil Procedure;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VI and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

31. **"Final Claim List"** shall mean the spreadsheet setting forth the claim number and totaling the amount to be paid to each claimant.

32. **"Frequently Asked Questions"** or **"FAQs"** are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

33. **"Long Form Notice"** is the content of the notice substantially in the form attached hereto as **Exhibit B** is the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

34. **"Medical Monitoring"** means the 2 years of the Medical Shield monitoring product that the Settlement Class Members automatically receive.

35. **"Notice"** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A** (long-form notice) **B** (short-form notice), and the Settlement Website, consistent with the requirements of due process.

36. **"Notice Date"** shall mean the date within 30 days after the Court enters the Preliminary Approval Order on which the Settlement Administrator begins providing Notice to Settlement Class Members.

37. **"Notice Program"** means the methods provided for in this Agreement for giving Notice to the Settlement Class and includes Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

38. **“Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or sent to the Settlement Administrator, which shall be designated as 60 days after the Notice Date, or such other date as ordered by the Court.

39. **“Party”** means either Plaintiffs or Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

40. **“Personal Information”** means names, addresses, Social Security numbers, phone numbers, medical and health insurance information.

41. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D**.

42. **“Released Parties”** shall mean Vasindas’ Around the Clock Care, Inc. and Vasinda Investments, Inc. and all of their agents, predecessors, successors, parents, subsidiaries, and related or affiliated entities; and their and their respective assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers, and clients/data owners impacted in the Data Incident.

43. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

44. **“Service Awards”** shall have the meaning ascribed to it as set forth in Section XIV of this Settlement Agreement. The Service Awards requested in this matter will be \$2,500.00 each for Plaintiffs, subject to court approval.

45. **“Settlement Administrator”** means, subject to Court approval, Simpluris, Inc., an entity jointly selected and supervised by Class Counsel and Vasindas to administer the settlement.

46. **“Settlement Website”** means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A, C, and D** (or any forms of these documents that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 180 days after the Effective Date.

47. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member, in the same or substantially similar form attached hereto as **Exhibit A**.

48. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Pacific time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator will result in a determination that the Claim is not a Valid Claim.

III. SETTLEMENT CLASS CERTIFICATION

49. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph 15; (2) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs’ Counsel shall be appointed as Class Counsel.

50. Vasindas does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or successfully challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Action as if the Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that Vasindas did not oppose the certification of a Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class for purposes of the settlement, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

51. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All living citizens of the United States who were sent notice that their Personal Information was actually or potentially accessed and/or compromised in the Data Incident.

52. Excluded from the Class are: (a) the Judge(s) to whom the action is assigned and any member of those Judges’ staffs or immediate family members; (b) counsel for the Parties, any member of their respective staffs who worked directly on the Litigation, and any member of their immediate families; (c) any government entity; (d) any entity in which Vasindas has a controlling

interest; and (e) any Vasindas officers, directors, legal representatives, heirs, successors, or assigns.

53. It is estimated that the Class is comprised of approximately 21,602 individuals.

54. If for any reason the Settlement is not granted preliminary and/or final approval, Vasindas' agreement to certification of the Settlement Class shall not be used for any purpose, including in any request for class certification in the Litigation or any other proceeding.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

55. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of Plaintiffs and the Settlement Class, the Litigation and the Released Claims, as described in Section VI.

V. SETTLEMENT BENEFIT ALLOCATION

56. The settlement shall be administered on a wholly claims-made basis. To receive any relief, Settlement Class Members, as defined below, must submit a timely and Valid Claim to the Settlement Administrator.

57. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive compensation for documented out-of-pocket losses and/or an alternate cash payment. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release all Released Claims against the Released Parties, be bound by this Agreement, and will not receive any Settlement benefits.

58. Settlement Benefits

- a. **Compensation of Documented Out-of-Pocket Losses:** Vasindas will agree to make available the following compensation to Settlement Class Members who submit timely and Valid Claims. Claims will be subject to review for completeness and validity by the Settlement Administrator. Vasindas will provide compensation for *out-of-pocket losses incurred* as a result of the Data Incident. All members of the Settlement Class who have suffered a proven monetary loss and who submit a valid claim using the Claim Form are eligible to claim up to \$2,500 in reimbursement. For an out-of-pocket loss to be a result of the Data Incident, it must be incurred between January 30, 2024 and the date of the Settlement Class Member's claim. In order to be an out-of-pocket loss for which compensation can be claimed, the following conditions must be met:
 - i. The loss is an actual, documented, and unreimbursed monetary loss;
 - ii. The loss was caused by the Data Incident;
 - iii. The loss occurred between the date of the Data Incident and the date of the Settlement Class Member's claim;

- iv. The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
- v. The loss has not already been reimbursed by a third party

Settlement Class Members with out-of-pocket losses set forth above must submit adequate documentation establishing the full extent of their claims. This can include receipts or other documentation as long as it is not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

- b. **Alternate Cash Payment:** All Settlement Class Members shall have the ability to claim an alternate cash payment in the amount of Seventy Dollars and Zero Cents (\$70.00). In order to receive an alternate cash payment, the Claim Form must clearly indicate that the Settlement Class Member is electing that benefit in lieu of a claim for documented out-of-pocket losses.
- c. **Medical Monitoring:** All Settlement Class Members will be provided automatic enrollment codes for two years of medical shield. “Automatic” shall be understood to mean that the codes for the services will be sent with the Notice, and Settlement Class Members will not be required to file a formal claim to obtain this benefit, but rather will merely need to enroll and activate the service after the Effective Date. The Medical Monitoring codes will be issued 60 days after the Effective Date and should be activated no later than 30 days after issuance.
- d. **Business Practice Enhancements:** Vasindas shall take or continue the implementation of enhancements to its cyber security software, data and privacy protocols, and technology-related security measures. These enhancements provide meaningful benefits to all Class Members, regardless of whether they submit a claim. Upon request, Defendant will provide to Plaintiffs a confidential declaration setting forth the additional security measures it has implemented following the Data Incident and associated costs. The costs of such improvements will be paid separate and apart from all other Settlement benefits.

59. **Release:** The relief stated above will be provided to Settlement Class Members as consideration for a general release of Vasindas and Released Parties set forth in Section VI below.

60. **Settlement Administration Fees:** Vasindas will pay the entirety of the Settlement Administration Fees, including without limitation the actual cost of Notice to the Class and claims administration.

61. **Settlement Administration Process:** Once a Settlement Administrator is reasonably agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner reasonably agreed upon by the Parties. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a timely and Valid Claim.

- a. **Settlement Payments:** Within 15 days of the Effective Date, the Settlement Administrator shall provide a final accounting for the Valid Claim payments. Within 30 days of receipt of this invoice, payee instructions and a Form W-9 for the Settlement Administrator, Vasindas or its insurer shall pay to the Settlement Administrator sufficient funds to satisfy the monetary payments described in paragraph 458. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the funds paid by Vasindas shall be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice. The Settlement Administrator shall distribute payments to Settlement Class Members with Valid Claims no later than 60 days after the Effective Date.
- b. **Escrow Agent:** The funds provided by Vasindas to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Payment pursuant to Section 1.468B-1, et seq., of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account.

62. **Procedure for Approving Settlement**

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.** Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the appointment of the Settlement Administrator, the proposed settlement website, issuance of the draft Class Notice and use of the proposed Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - i. At any hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing. The Parties agree that the Preliminary Approval hearing may happen remotely.

- ii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiffs shall be conditionally appointed Class Representatives for the Class, and that Class Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

63. **Submission and Evaluation of Claims**

- a. **Claims Period:** The Parties agree that the period for filing claims shall be set at a date certain at no more than 90 days from the Notice Date.
- b. **Claim Form:** All claims must be submitted on a Claim Form. The Claim Form will require the Settlement Class Member to provide his or her full name, home mailing address, telephone number; and a signature affirming the accuracy of the provided information.
- c. The Claim Form shall permit Settlement Class Members to claim up to \$2,500.00 for reimbursement of documented out-of-pocket losses related to the Data Incident, upon provision of appropriate documentation, as set forth in Paragraph 58(a). Settlement Class Members may alternatively make a claim for a \$70 payment.
- d. The Claim Form must be submitted (either electronically submitted or postmarked) on or before the Claims Deadline. The Claim Form shall be substantially in the form attached hereto as **Exhibit C**.
- e. Completed Claim Forms shall be submitted directly to the Settlement Administrator either electronically via the Settlement Website, via electronic mail, or via U.S. Mail for processing, assessment, and payment (when properly submitted).
- f. Any Claim Form that lacks the requisite information will be deemed to be incomplete and invalid.
- g. A Settlement Class Member is not entitled to any monetary compensation if: (1) he or she submits a Claim Form after the Claims Deadline; (2) if the Claim Form is incomplete or invalid after an opportunity to cure any error(s) and/or omission(s) or contains false information; and/or (3) if the class member excludes him- or herself.
- h. Within 21 days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall

determine which claims are valid and initially approved and which claims are initially rejected. The Settlement Administrator may accept or reject any Claim Form submitted upon its sole discretion, and may request additional information prior to initially accepting or rejecting any Claim Form submitted. The Settlement Administrator shall employ reasonable procedures to screen Claim Forms for abuse and/or fraud and shall deny Claim Forms which are materially incomplete, where there is evidence of abuse and/or fraud, or where the Claim Form does not meet the requirements set forth in this Agreement, including Paragraph 58

- i. Within 35 days of the Claims Deadline, the Settlement Administrator will submit to Counsel for the Parties a report listing all initially approved Claims (“Initially Approved Claims List”) and shall include an electronic PDF copy of all such initially approved Claim Forms. Within 45 days after the Claims Deadline, the Settlement Administrator will also submit to the Parties a report listing all initially rejected Claims (“Initially Rejected Claims List”) and shall include an electronic PDF copy of all such initially rejected Claim Forms.
- j. Counsel for the Parties shall have 30 days after the date they receive the Initially Approved Claims List and related Claim Forms to audit and challenge any initially approved claims. Within 30 days after Counsel for the Parties receive the Initially Approved Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially approved claim they wish to challenge and the reasons for the challenge.
- k. Similarly, Counsel for the Parties may challenge any claim initially rejected by the Settlement Administrator. Counsel for the Parties shall have 30 days after the date they receive the Initially Rejected Claims List and related Claim Forms to audit and challenge any initially rejected claims. Within 30 days after Counsel for the Parties receive the Initially Rejected Claims List and related Claim Forms, they shall serve opposing counsel via email with a Notice of Claim Challenges identifying by claim number any initially rejected claim they wish to challenge and the reasons for the challenge.
- l. Counsel for the Parties shall meet and confer in an effort to resolve any disputes over any challenged claims. If the challenges are not withdrawn or resolved, the decision of the Settlement Administrator will be upheld. If neither Class Counsel nor Vasindas’ Counsel have any challenges to the initial claims determination reached by the Settlement Administrator, then the Claims Finalization Date shall be the date both Class Counsel and Vasindas’ Counsel inform each other by email that the Parties do not have any objection to the claims determination made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

- m. So long as the Final Approval Order has been entered, within 21 days of the Claims Finalization Date, the Settlement Administrator shall provide Counsel for the Parties the Final Claim List Within 30 days of the Claims Finalization Date, the Settlement Administrator shall send payment to each Settlement Class Member on the Final Claim List.
- n. The Settlement Administrator shall notify the Parties that all Approved Claims have been paid within 5 business days of the last such payment.
- o. In the event that checks sent to Settlement Class Members are not cashed within 90 days after their date of issuance, those checks will become null and void.
- p. If a check becomes void, the Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Class Member's right to receive monetary relief shall be extinguished, and there shall be no obligation to make payments to the Class Member for expense reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days after the Effective Date, requests for re-issuance need not be honored after such checks become void.

VI. RELEASE

64. Upon the Effective Date, Settlement Class Members shall fully, finally, and irrevocably release, acquit, relinquish, and forever discharge Vasindas' Around the Clock Care, Inc. and Vasinda Investments, Inc. and all of their agents, predecessors, successors, parents, subsidiaries, and related or affiliated entities; and its and their respective assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers, and clients/data owners impacted in the Data Incident ("**Released Parties**") from any and all past, present and future claims, demands, actions, causes of action, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, suits, petitions, obligations, debts, penalties, damages, or liabilities of any nature whatsoever, known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties reasonably related to the operative facts alleged in or otherwise described by the Litigation or arising out of or in any way related to the Data Incident and/or the Released Parties' data security policies and practices, whether or not pleaded or otherwise asserted in the Litigation, including any and all damages, losses, or consequences thereof ("**Released Claims**"). Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, et seq. and/or California's Unfair Competition Law, California Civil Code section 17200 et seq. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF 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.

The Released Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq.). The Released Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

65. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

VII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

66. This Settlement Agreement shall be subject to approval of the Court. As set forth in Sections IX and XIII, Vasindas shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspect of the Settlement Agreement.

67. Plaintiff, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit D**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the Notice Plan.

68. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing at least 120 days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.

69. At least 14 days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for (1) final approval of the Settlement; (2) final appointment of the Class Representatives and Class Counsel; and (3) final certification of the Settlement Class, and file a memorandum in support of the motion for final approval.

VIII. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

70. Settlement Administrator

- a. The Parties have jointly selected the Settlement Administrator, who shall be jointly supervised by Class Counsel and Vasindas to administer the settlement.
- b. Costs of Settlement Administration shall be borne by Vasindas, outside of and separate from the Settlement Payments to Settlement Class Members.

71. Class List

- a. Vasindas, with the assistance of the Settlement Administrator as appropriate, shall create a “Class List,” based on information already within its possession.
- b. The Class List shall include the names, last known mailing addresses, and email addresses (if any) of potential Settlement Class Members that Vasindas used to notify Settlement Class Members of the Data Incident, to the extent such information is readily available.
- c. Vasindas shall provide the Class List to the Settlement Administrator and Class Counsel within 14 days after entry of the Preliminary Approval Order.

72. Type of Notice Required

- a. The Notice, which shall be substantially in the form of **Exhibits A and B** attached hereto, shall be used to inform proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement and to further inform Settlement Class Members how they may: (1) obtain a copy of the Claim Form; (2) protect their rights regarding the settlement; (3) request exclusion from the Settlement Class and the proposed settlement, if desired; (4) object to any aspect of the proposed settlement, if desired; and (5) participate in the Final Approval Hearing, if desired. The Notice shall provide that Settlement Class Members may submit Claims Forms and if timely and valid, be eligible for (1) the ability to claim up to \$2,500.00 for reimbursement of documented out-of-pocket losses, and (2) alternate cash payment of \$70 per Class Member. Additionally, the Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.
- b. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The Settlement Administrator will send the Settlement Class Member data through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA process will provide updated addresses for Settlement Class Members who have submitted a change of address with the USPS in the last forty-eight (48) months, and the process will also standardize the addresses for mailing. The Settlement Administrator

will then prepare a mail file of Settlement Class Members that are to receive the notice via First Class Mail. The text of the Notice shall be agreed upon by the Parties and shall be substantially in the forms attached as **Exhibits A and B** hereto.

- c. Notice of the settlement (substantially in the form of **Exhibit A**) shall be posted on the Settlement Website within 30 days of the entry of the Preliminary Approval Order.

73. Notice Deadline

- a. Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator shall:
 - disseminate by U.S. Mail the Short Form Notice in the form of **Exhibit A** to Settlement Class Members identified on the Class List; and,
 - post the Long Form Notice on the Settlement Website.

IX. EXCLUSIONS

74. Exclusion Period

- a. Settlement Class Members will have up to and including 60 days following Notice Deadline to exclude themselves from the Settlement in accordance with this Section.
- b. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

75. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator by U.S. Mail providing: (1) his/her name, address, telephone number, and email address (if any); (2) the name and number of this case; (3) a statement that he/she wishes to be excluded from the Settlement Class; and (4) their wet signature.

- c. Any member of the Settlement Class who elects to be excluded shall not: (1) be bound by any order or judgment; (2) be entitled to relief under this Settlement Agreement; (3) gain any rights by virtue of this Settlement Agreement; or (4) be entitled to object to any aspect of this Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests, including requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member, shall not be allowed.
- e. Within 10 days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. In the event that more than 75 people from the Class List submit timely and valid notices of exclusion, Defendant may, by notifying Settlement Class Counsel and the Court in writing, within 10 days from the date the Settlement Administrator provides written notice to Defendant of the number of opt-outs, void this Settlement Agreement. If Defendant voids the Settlement Agreement, Defendant shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and Plaintiff’s Counsel and Service Awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

X. OBJECTIONS

76. Objection Period

- a. Settlement Class Members will have up to and including 60 days following the Notice Deadline to object to the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasor as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

77. Objection Process

- a. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion

Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator. A copy of the objection must also be mailed to the Settlement Administrator, on or before the Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.

- b. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to appear at the Final Approval Hearing; (6) the objector's wet signature; and (7) any objector or objector's counsel who uses artificial intelligence to assist in researching or drafting the objection must disclose its use and what platform(s) was used. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

XI. FINAL APPROVAL HEARING

78. The Parties will jointly request that the Court hold a Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 14 days before the Objection/Exclusion Deadline. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to the California Rules of Civil Procedure for Settlement and, if so, (1) consider any timely filed objections; (2) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (3) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award. The Final Approval Hearing may be conducted remotely.

XII. FINAL APPROVAL ORDER

79. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section

shall, among other things, seek or provide for a dismissal with prejudice and waive any rights of appeal.

80. The Parties shall jointly submit to the Court a proposed Final Approval Order, that, without limitation:

- a. Approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members and directing its consummation according to its terms;
- b. Dismisses with prejudice all claims of the Settlement Class against Vasindas in the Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and
- c. Reserves continuing and exclusive jurisdiction over the Settlement and this Settlement Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Vasindas, and the Settlement for the purposes of administering, consummating, supervising, construing, and enforcing the Settlement Agreement and the Settlement Payment.

81. Class Counsel shall use their best efforts to assist Vasindas in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

XIII. TERMINATION OF THE SETTLEMENT

82. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement.

83. Either Party may elect to terminate and cancel this Settlement Agreement within 10 days of any of the following events:

- a. The Court refuses to grant preliminary approval of this Settlement Agreement;
- b. The Court refuses to grant final approval of this Settlement Agreement in any material respect;
- c. More than 75 Settlement Class Members submit timely and valid notices of exclusion; or
- d. The Court refuses to enter a final judgment in this Action in any material respect.

84. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIV. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

85. **Attorneys' Fees and Expenses**: At least 14 days before the Objection/Exclusion Deadline, Class Counsel will move the Court for an award of attorneys' fees and costs in an amount not to exceed \$260,000 (Two Hundred Sixty Thousand Dollars). Attorneys' fees and expenses awarded by the Court shall be provided outside of and separate from the Settlement Payment and will not diminish any relief afforded to the Class. This amount was negotiated after the primary terms of the settlement were negotiated.

86. Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto.

87. **Service Awards to Plaintiffs**: Before or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for Plaintiffs in an amount not to exceed \$2,500.00 each.

88. The Service Awards and Fee Award shall be paid by wire transfer written by Defendant or its insurer no later than 30 days after the later of the Effective Date, and upon receipt of payee account information, wiring instructions, and a duly executed IRS Form W-9.

89. Vasindas shall have no financial responsibility for this Settlement Agreement except as explicitly set out in this Settlement Agreement. Vasindas shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Vasindas will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel or counsel for plaintiff(s) in any other lawsuit relating to the Data Security Incident.

90. This Settlement is not contingent on approval of Class Counsel's request for attorneys' fees and expenses or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and expenses and the Service Awards were not negotiated until after the Parties reached an agreement as to all material terms of the Settlement.

XV. MISCELLANEOUS REPRESENTATIONS

91. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

92. The Parties: (1) acknowledge that it is their intent to consummate this Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Vasindas' Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

93. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Vasindas in bad faith or without a reasonable basis.

94. The Parties agree not to identify, describe, disclose, testify, convey, or discuss with any individual, person, organization, corporation, or other entity the subject matter, amount, facts, terms, and conditions of this Settlement Agreement, including but not limited to any negotiations leading up to the actual resolution of this matter except where disclosure is compelled by law. In such case reasonable notice will be provided to the other Party before disclosure is made. The Parties further agree that they will not issue, nor cause to be issued, any statements to the public or media regarding the claims and allegations leading up to this Settlement Agreement or regarding the Settlement Agreement or any of its terms, including statement on any website or via social media, unless prior written consent of the other Party is given.

95. Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, or its favor against all Releasers.

96. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

97. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

98. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

99. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

100. This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

101. The Parties agree that **Exhibits A through D** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

102. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

103. Except as otherwise provided herein, each Party shall bear its own costs.

104. Plaintiffs represent and warrant that Plaintiffs have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

105. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

106. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

107. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

108. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing

whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed, offered, or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order.

109. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay, or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

110. This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

111. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

112. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

113. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

114. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

John J. Nelson (SBN 317598)
MILBERG, PLLC
280 S. Beverly Drive
Beverly Hills, CA 90212

Leigh S. Montgomery
**ELLZEY KHERKHER SANFORD
MONTGOMERY, LLP**
4200 Montrose Blvd., Ste. 200

If to Vasindas' Counsel:

Lisa A. Houssiere
BAKER & HOSTETLER LLP
811 Main Street, Suite 1100
Houston, TX 77002

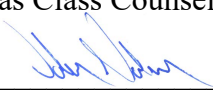
Houston, Texas 77006

115. This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

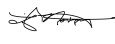
MILBERG PLLC, as Class Counsel

By:  _____

Print Name: John J. Nelson

Date: June 25, 2026

ELLZEY KHERKHE SANFORD MONTGOMERY, LLP, as Class Counsel

By:  _____

Print Name: Leigh S. Montgomery

Date: 06/24/26

BAKER & HOSTETLER LLP, as Vasindas' Counsel

By: _____

Print Name: _____

Date: _____

VASINDAS HEALTH, INC.:

Dated: _____

Mary Saia Vasinda

Class Representative:

Dated: _____

Kristi Nelson

Class Representative:

Dated: 06/24/26


Heather Velez (Jun 24, 2026 07:50:25 PDT)

Heather Velez

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

ELLZEY KHERKHE SANFORD MONTGOMERY, LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

BAKER & HOSTETLER LLP, as Vasindas' Counsel

By: Lisa Houssiere

Print Name: Lisa Houssiere

Date: June 25, 2026

VASINDAS HEALTH, INC.:

Dated: _____

Mary Saia Vasinda

Class Representative:

Dated: _____

Kristi Nelson

Class Representative:

Dated: _____

Heather Velez

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

ELLZEY KHERKHE SANFORD MONTGOMERY, LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

BAKER & HOSTETLER LLP, as Vasindas' Counsel

By: _____

Print Name: _____

Date: _____

VASINDAS HEALTH, INC.:

Dated: _____

Mary Saia Vasinda

Class Representative:

June 23, 2026
Dated: _____

Kristi Nelson (Jun 23, 2026 19:28:44 PDT)

Kristi Nelson

Class Representative:

Dated: _____

Heather Velez

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

MILBERG PLLC, as Class Counsel

By: _____

Print Name: _____

Date: _____

ELLZEY KHERKHE SANFORD MONTGOMERY, LLP, as Class Counsel

By: _____

Print Name: _____

Date: _____

BAKER & HOSTETLER LLP, as Vasindas' Counsel

By: _____

Print Name: _____

Date: _____

VASINDAS HEALTH, INC.:

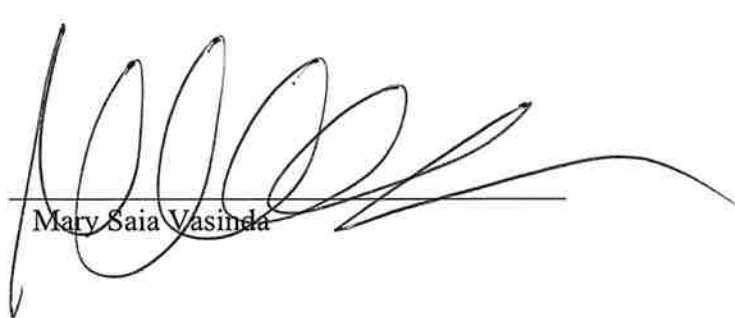
Dated: 6/25/26

Class Representative:

Dated: _____

Class Representative:

Dated: _____



Mary Saia Vasinda

Kristi Nelson

Heather Velez

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Vasindas provides list of Settlement Class Members to the Settlement Administrator	+14 days after Preliminary Approval
Long Form Notice Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	+44 days after Notice Date
Objection Deadline	+60 days after Notice Date
Exclusion Deadline	+60 days after Notice Date
Claims Deadline	+90 days after Notice Date
Settlement Administrator Provide List of Exclusions to Class Counsel and Defendant's Counsel	+70 days after Notice Date
Initially Approved Claims List	+35 days after Claims Deadline
Initially Rejected Claims List	+45 days after Claims Deadline
Parties' Challenge to Any Claims	+ 30 days from Initially Approved/Rejected Claims List
<u>Final Approval Hearing</u>	
	+120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	-14 days before Final Approval Hearing Date
<u>Final Approval</u>	
Settlement Administrator provides W-9 to Vasindas	+15 days after Final Approval Order
Effective Date	+30 days after Final Approval Order
Payment of Attorneys' Fees and Expenses Class Representatives' Service Awards	+30 days after Effective Date or upon receipt of a W-9 and payee instructions from Class Counsel, whichever is later
Settlement Website Deactivation	+180 days after Effective Date

EXHIBIT A

Why am I receiving this notice? A Settlement has been reached with Vasindas' Around the Clock Care, Inc. ("Vasindas") in a class action lawsuit. The case is about the January 2024 cyberattack on Vasindas' network (the "Data Incident"). Files containing private information were accessed. Vasindas denies that it did anything wrong, and the Court has not made a determination that Vasindas did anything wrong. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All living citizens of the United States who were sent notice that their Personal Information was actually or potentially accessed and/or compromised in the Data Incident." The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can enroll in two years of **Medical Monitoring** from CyEx Medical Shield Complete.

YOUR ENROLLMENT CODE IS: **EnrollmentCode**

Save this code. You will receive activation instructions after the Settlement has received final approval.

Additionally, you may select **one** of two **cash payment** options:

If you have **documented** losses you can get back up to **\$2,500**.

*Instead of a payment for **documented** losses, you can get a one-time **\$70** Alternate Cash Payment.*

Full details and instructions are available online.

How do I receive a benefit? If you are claiming a payment for **documented** losses, file your claim online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by **Claims Deadline**.**

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 Vasindas for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file 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 hearing in this case on **FA Hearing Date** at the **Court Address**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$260,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



CaseID: **CaseID**
SIMID: **SimID**



www.SettlementWebsite.com



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE



Vasindas Data Incident Settlement
c/o Settlement Administrator
P.O. Box PO Box Number
Santa Ana, CA 92799-9958



P.O. Box

Nelson et al. v. Vasindas' Around the Clock Care, Inc.
Case No. BCV-24-102900

IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY HAVE BEEN IMPACTED IN THE JANUARY 2024 VASINDAS' AROUND THE CLOCK CARE, INC., DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

This notice is only a summary. Visit www.SettlementWebsite.com or scan this QR code for complete information.



Vasindas Data Incident Settlement

```
«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»
```

LoginID: <<ClaimLoginID>>
PIN: <<ClaimLoginPIN>>

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **Claims Deadline**.
Only one Claim Form per Class Member.

INSTRUCTIONS: Use this card to submit your claim for a \$70.00 **Alternate Cash Payment**.

To claim payments for documented losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). To request a full paper Claim Form, call (XXX) XXX-XXXX.

☐ Check this box to claim a one-time \$70.00 **Alternate Cash Payment.**

How would you like to be paid:

Check **one**: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

For digital payment options, please **PRINT** your email address below:

[illegible]

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

CaselD: [CaselD]
SIMID: "SIMID"

EXHIBIT B



Superior Court for Kern County, California

Nelson et al. v. Vasindas' Around the Clock Care, Inc.
Case No. BCV-24-102900

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOU WERE SENT NOTICE THAT YOUR PRIVATE INFORMATION MAY
HAVE BEEN IMPACTED IN THE JANUARY 2024 VASINDAS' AROUND
THE CLOCK CARE, INC.,
DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Vasindas' Around the Clock Care, Inc. ("Vasindas" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on Vasindas' computer systems that occurred in January 2024 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; Social Security numbers; and medical and health insurance information.
- The lawsuit is called *Nelson et al. v. Vasindas' Around the Clock Care, Inc.*, Case No. BCV-24-102900. It is pending in the Superior Court for Kern County, California (the "Litigation").
- Vasindas denies that it did anything wrong, and denies all claims, allegations, and liability. The Court has not made a determination that Vasindas did anything wrong.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Vasindas' records indicate that you are a Class Member, and you may be entitled to benefits under the Settlement. You may have received a previous notice directly from Vasindas.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

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Basic Information

1. Why was this Notice issued?

The Superior Court for Kern County, California, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Nelson et al. v. Vasindas’ Around the Clock Care, Inc.*, Case No. BCV-24-102900. It is pending in the Superior Court for Kern County, California. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Vasindas’ Around the Clock Care, Inc., is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during the January 2024 targeted cyberattack on Vasindas' computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; Social Security numbers; and medical and health insurance information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Kristi Nelson and Heather Velez. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class this way: “All living citizens of the United States who were sent notice that their Personal Information was actually or potentially accessed and/or compromised in the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; (2) the lawyers in this case, and their families and staff; (3) governmental entities; (4) Vasindas and its officers, directors, and related companies; (5) anyone who validly excludes themselves from the Settlement; and (6) anyone who perpetrated the Data Incident.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Vasindas Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Vasindas has agreed to pay for a number of Class benefits, which are explained below. All Settlement Class Members may enroll in **Medical Monitoring** and claim **one** of two **Cash Payment** options. The benefits are explained in more detail below.

MEDICAL MONITORING. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Enrollment codes have been sent to all Settlement Class Members by a Postcard. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

CASH PAYMENTS

Compensation of Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between January 30, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Alternate Cash Payment. *Instead of any other payments*, you may claim a one-time **\$70.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: [\(XXX\) XXX-XXXX](#)
- By mail: Vasindas Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Vasindas about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section VI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Vasindas Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys John J. Nelson of Milberg, PLLC and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery, LLP, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$260,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Vasindas if approved by the Court.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Vasindas if approved by the Court.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Vasindas on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name and number of the Litigation: *Nelson et al. v. Vasindas’ Around the Clock Care, Inc.*, Case No. BCV-24-102900, pending in the Superior Court for Kern County, California;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Vasindas Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name and number of the Litigation: *Nelson et al. v. Vasindas' Around the Clock Care, Inc.*, Case No. BCV-24-102900, pending in the Superior Court for Kern County, California;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past four years, list the names, courts, and civil action numbers for each of those cases;
- (6) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (7) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (8) if either you or your lawyer used artificial intelligence ("AI") to assist in researching or drafting your objection, please provide a description of how AI was used;
- (9) your written, physical signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Vasindas Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Pacific Time, in Room **[Court Room]** of the Superior Court for Kern County, California, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 7**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Vasindas Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT C

CLAIM FORM AND RELEASE



SUPERIOR COURT FOR KERN COUNTY, CALIFORNIA

Nelson et al. v. Vasindas' Around the Clock Care, Inc.
Case No. BCV-24-102900

Vasindas Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All living citizens of the United States who were sent notice that their Personal Information was actually or potentially accessed and/or compromised in the Data Incident."

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) the lawyers in this case, and their families and staff; (3) governmental entities; (4) Vasindas and its officers, directors, and related companies; (5) anyone who validly excludes themselves from the Settlement; and (6) anyone who perpetrated the Data Incident.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

➡ **Claims must be received by [Claims Deadline].** ⬅

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Vasindas Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

Vasindas has agreed to pay for a number of Class benefits, which are explained below. All Settlement Class Members may enroll in **Medical Monitoring** and claim one of two **Cash Payment** options. The benefits are explained in more detail below.

MEDICAL MONITORING. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Enrollment codes have been sent to all Settlement Class Members by a Postcard. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

CASH PAYMENTS

Compensation of Documented Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$2,500.00**. The losses must have occurred between January 30, 2024, and [\[Claims Deadline\]](#).

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

-OR-

Alternate Cash Payment. *Instead of any other payments,* you may claim a one-time **\$70.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

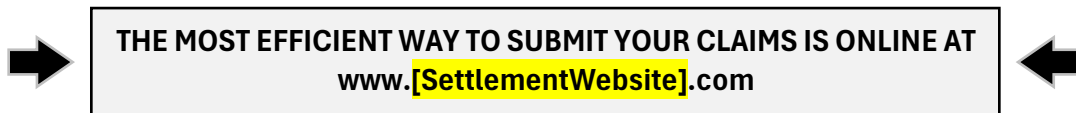
If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

By toll-free call: (XXX) XXX-XXXX

By mail:
Vasindas Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958



You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)



If you contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If your contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

Class Member Last Name

[illegible]

Address 1 (street name and number)

[illegible]

Address 2 (apartment, unit, or box number)

[illegible]

ZIP

[illegible][illegible][illegible]

Telephone Number

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[illegible][illegible]

II. COMPENSATION OF DOCUMENTED OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$2,500.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION III.**

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	Amount
<i>Example: Unauthorized bank transfer</i>	<i>\$500</i>
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. ALTERNATE CASH PAYMENT

- ☐ Check this box if you want to claim a one-time \$70.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING A PAYMENT FROM SECTION II.**

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

[illegible]

☐ **VENMO**
 Telephone number associated with your Venmo account, if different than you provided in Section I:
 - -

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

			-				-				
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[illegible]

☐ **PHYSICAL CHECK**
Payment will be mailed to the address provided in Section 1.

V. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

		MM	DD	YY

Please print or type your name on the line above.

EXHIBIT D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

KRISTI NELSON & HEATHER VELEZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

VASINDAS' AROUND THE CLOCK CARE,
INC.,

Defendant.

Case No. BCV-24-102900

*[Assigned for All Purposes to:
Hon. T. Mark Smith; Dept. T-2]*

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

Date:

Time:

Dept. T-2

Reservation No.

Complaint Filed: September 20, 2024

Trial Date: None

This matter is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Plaintiffs Kristi Nelson and Heather Velez ("Plaintiffs"), individually and on behalf of the proposed Settlement Class, and Defendant Vasindas' Around the Clock Care Inc. ("Defendant") have entered into a Settlement Agreement dated that, if approved, would settle the above-captioned litigation. Having considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meanings ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over this litigation, Settlement Class Representatives, Defendant, Settlement Class Members, and any party to any agreement that is part of or related to the Settlement Agreement.

PRELIMINARY APPROVAL

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiffs' Motion, briefs and papers, and the declarations of Class Counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations. The terms of the Settlement Agreement fall within the range of possible approval as fair, reasonable, and adequate.

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

PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

5. Pursuant to Cal. Civ. Proc. Code § 382, the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

all citizens of the United States who were sent notice that their Personal Information was actually or potentially accessed and/or compromised in the Data Incident.

The Settlement Class consists of approximately 21,602 individuals.

6. The Court preliminarily finds that the Settlement Class satisfies the requirements of Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Class; (3) the Settlement Class Representatives' claims are typical of those of Settlement Class Members; and (4) the Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class.

7. The Court preliminarily finds that the Settlement Class satisfies the requirements of Cal. Civ. Proc. Code § 382 for settlement purposes: (1) the questions of law or fact common to the Settlement Class predominate over individual questions; and (2) class action litigation is superior to other available methods for the fair and efficient adjudication of this controversy.

1 8. The Court hereby appoints Kristi Nelson and Heather Velez as the Settlement Class
2 Representatives.

3 9. The Court hereby appoints as Settlement Class Counsel John J. Nelson of Milberg, PLLC
4 and Leigh S. Montgomery of Ellzey Kherkher Sanford Montgomery LLP.

5 **NOTICE AND ADMINISTRATION**

6 10. Pursuant to the Settlement Agreement, the Parties have designated Simpluris as the
7 Settlement Administrator. The Settlement Administrator shall perform all the duties of the Claims
8 Administrator set forth in the Settlement Agreement.

9 11. The Court finds that the Short Form and Long Form Notice and Notice Program set forth
10 in the Settlement Agreement satisfy the requirements of due process and Cal. Civ. Proc. Code § 382 and
11 provide the best notice practicable under the circumstances. The Short Form and Long Form Notice and
12 Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this
13 Litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of
14 Settlement Class Members to object to the Settlement Agreement or exclude themselves from the
15 Settlement Class and the process for doing so, and of the Final Approval Hearing. The Court therefore
16 approves the Short Form and Long Form Notice and Notice Program and directs the parties and the
17 Settlement Administrator to proceed with providing notice to Settlement Class Members pursuant to the
18 terms of the Settlement Agreement and this Order.

19 12. The Settlement Administrator shall commence the Settlement Program within the time
20 required by the Settlement Agreement.

21 13. The Court also approves the Claim Form.

22 **EXCLUSIONS AND OBJECTIONS**

23 14. Settlement Class Members who wish to opt-out and exclude themselves from the
24 Settlement Class may do so by notifying the Settlement Administrator in writing, postmarked no later than
25 60 days after the Notice Date. To be valid, a member of the Settlement Class must timely send a written
26 request for exclusion to the Settlement Administrator by U.S. Mail providing his/her name, address, and
27 telephone number; the name and number of this case; a statement that he/she wishes to be excluded from
28 the Settlement Class; and their wet signature.

1 15. The written notice must clearly manifest a Person's intent to opt-out of the Settlement
2 Class. All Requests for Exclusion must be submitted individually in connection with a Settlement Class
3 Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion.

4 16. All Settlement Class Members who do not opt out and exclude themselves shall be bound
5 by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

6 17. Settlement Class Members who wish to object to the Settlement may do so by filing a
7 written objection to the Court in accordance with the procedures outlined in the Long Form Notice, filed
8 or postmarked no later than 60 days after the Notice Date. Any Settlement Class Member wishing to
9 comment on or object to the Settlement Agreement shall submit a timely written notice of his or her
10 objection by the Objection Date. The person making an objection shall file notice of his/her intention to
11 do so and at the same time: (1) file copies of such papers he/she proposes to submit at the Final Approval
12 Hearing with the Clerk of the Court; and (2) send copies of such papers to the Settlement Administrator.
13 A copy of the objection must also be mailed to the Settlement Administrator, on or before the
14 Objection/Exclusion Deadline, at the address that the Settlement Administrator will establish to receive
15 requests for exclusion or objections, Claim Forms, and any other communication relating to this
16 Settlement.

17 18. Any Settlement Class Member who intends to object to this Settlement must include in any
18 such objection: (1) his/her full name, address, and current telephone number; (2) the name and number of
19 this case; (3) all grounds for the objection, with factual and legal support for the stated objection, including
20 any supporting materials; (4) the identification of any other objections he/she has filed, or has had filed
21 on his/her behalf, in any other class action cases in the last four years; (5) whether the objector intends to
22 appear at the Final Approval Hearing; (6) the objector's wet signature. If represented by counsel, the
23 objecting Settlement Class Member must also provide the name and telephone number of his/her counsel;
24 and (7) any objector or objector's counsel who uses artificial intelligence to assist in researching or
25 drafting the objection must disclose its use and what platform(s) was used. If the objecting Settlement
26 Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she
27 must state as such in the written objection, and must also identify any witnesses he/she may call to testify
28 at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final
Approval Hearing, which must also be attached to, or included with, the written objection.

19. Any Settlement Class Member who does not timely submit a written objection in accordance with these procedures and the procedures detailed in the notice provided to Settlement Class Members and Settlement Agreement shall be deemed to have waived any objection, shall not be permitted to object to the settlement, and shall be precluded from seeking any review of the Settlement Agreement and/or the Final Approval Order by appeal or other means.

FINAL APPROVAL HEARING

20. The Court will hold a Final Approval Hearing on _____, 2026 at X:XX a.m., in Department T-2.

21. At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified for settlement purposes; (c) a final judgment should be entered; (d) Class Counsels' motion for attorneys' fees and costs should be granted; and (e) the service award sought for Representative Plaintiffs should be granted.

22. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members.

DEADLINES, INJUNCTION & TERMINATION

Event	Date
Defendant to provide Settlement Class Member data to Settlement Administrator	14 days after entry of this Order
Notice Program per Settlement Agreement commences (Notice Date)	30 days after entry of this Order
Class Counsel's Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Objection/Exclusion Deadline
Objection/Exclusion Deadline	60 days after the Notice Date
Motion for Final Approval	14 days prior to the Final Approval Hearing
Replies in Support of Motion for Final Approval and Motion for Attorneys' Fees and Costs and Service Award	14 days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience at least 120 days after entry of this Order

1 23. All proceedings and deadlines in this matter, except those necessary to implement this
2 Order and the settlement, are hereby stayed and suspended until further order of the Court.

3 24. All Settlement Class Members who do not validly opt out and exclude themselves are
4 hereby enjoined from pursuing or prosecuting any of the Released Claims as set forth in the Settlement
5 Agreement until further order of the Court.

6 25. In the event that the Settlement Agreement is terminated pursuant to the terms of the
7 Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no
8 further force or effect, and shall not be used in the Litigation or any other proceedings for any purpose
9 other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination;
10 (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c)
11 no term or draft of the Settlement Agreement or any part of the Settling Parties' settlement discussions,
12 negotiations or documentation (including any briefs filed in support of preliminary or final approval of
13 the settlement) shall (i) be admissible into evidence for any purpose in this Litigation or in any other action
14 or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that
15 survive termination, (ii) be deemed an admission or concession by any Settling Party regarding the validity
16 of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed
17 an admission or concession by any Settling Party regarding the truth or falsity of any facts alleged in the
18 Litigation or the availability or lack of availability of any defense to the Released Claims.

19 **IT IS SO ORDERED.**

20 Dated: _____

HON. T. MARK SMITH
JUDGE OF THE SUPERIOR COURT

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