

ML

EXHIBIT 1

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
BUSINESS LITIGATION SESSION
Civil Docket No.: 2484CV02366

CELESTE BROWN and	)
ROSS FINESMITH,	)
on behalf of themselves and all	)
others similarly situated,	)
	)
Plaintiffs,	)
	)
v.	)
	)
ALLCARE PLUS PHARMACY LLC,	)
	)
Defendant.	)

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Celeste Brown (“Plaintiff Brown”) and Ross Finesmith (“Plaintiff Finesmith”) (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel (as defined below), and Defendant AllCare Plus Pharmacy LLC (“Defendant” or “AllCare”) in order to effect a full and final settlement and dismissal with prejudice of all claims against AllCare alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein. Plaintiffs and AllCare are referred to collectively herein as the “Parties” and individually as a “Party.”

I. RECITALS

1. The Litigation.

Plaintiffs allege that around June 21, 2022, AllCare became aware that cybercriminals had breached its computer system using phishing emails that targeted the email mailboxes of AllCare's employees (the "Data Security Incident").

Through its reasonable investigation, AllCare determined that a single mailbox was compromised and certain information was subject to access without authorization and taken from AllCare's systems. The potentially affected information varied by individual, but included some or all of the following categories of information: names, addresses, dates of birth, Social Security numbers, driver's license numbers, financial account information, health information, health insurance information, and information about treatments and prescriptions.

On March 13, 2023, AllCare began notifying Plaintiffs and the Settlement Class about the Data Security Incident ("AllCare's Notice"). AllCare's Notice offered recipients 24 months of free identity theft prevention and mitigation services through Experian, including credit monitoring.

Plaintiff Brown is a former employee of AllCare who provided her PII/PHI as a requirement for employment at AllCare. Plaintiff Brown received a notice from AllCare that her information was compromised in the cybersecurity incident. Plaintiff Finesmith is unsure how AllCare obtained his PII/PHI, but believes he previously received pharmacy services from AllCare, and as a condition of receiving his prescriptions, provided his PII/PHI.

On July 1, 2023, Plaintiffs Brown and Finesmith, individually and on behalf of a putative class, filed an action against AllCare in the U.S. District Court for the District of Massachusetts, *Celeste Brown et al. v. Allcare Plus Pharmacy LLC.*, Case No. 4:23-cv-40077 (the "Federal Action"). Plaintiffs asserted claims for negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, and declaratory judgment. On September 19, 2023, AllCare filed a partial

motion to dismiss the complaint which was fully briefed by the Parties, but never ruled on.

Concurrently, the Parties engaged in settlement discussions pursuant to which the parties agreed to mediate and exchanged information about the number of impacted individuals, the types of protected information compromised in the Data Security Incident, and AllCare's reasonable investigation of, and response to, the Data Security Incident. On May 20, 2024, the Parties participated in mediation with Jill Sperber of Judicate West. During that mediation, the Parties were able to reach the principal terms of a settlement, subject to final mutual agreement on all necessary terms and documentation. Pursuant to the negotiations, and in light of information learned, on June 26, 2024, Plaintiffs dismissed their federal court action and refiled in this Court.

2. Claims of Plaintiffs and Benefits of Settling.

Plaintiffs believe that the claims asserted in the Lawsuit (as defined below) and as set forth in the Complaint (as defined below) have merit. Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Lawsuit against AllCare through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Settlement Class Counsel are experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Lawsuit. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

3. Denial of Wrongdoing and Liability.

AllCare denies each and all of the claims and contentions alleged against it in the Lawsuit. AllCare denies all allegations of wrongdoing or liability as alleged, or which could be alleged, in the Lawsuit. Nonetheless, AllCare has concluded that further defense of the Lawsuit would be

protracted and expensive, and that it is desirable that the Lawsuit be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. AllCare has taken into account the uncertainty and risks inherent in litigation. AllCare has therefore determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Settlement Class Counsel, and AllCare that, subject to the approval of the Court, the Lawsuit and the Released Claims (as defined below) shall be finally and fully compromised, settled, and released, and the Lawsuit shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. DEFINITIONS.

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

1.1 “*AllCare*” means collectively the legal entities specified in the first paragraph of this Settlement Agreement.

1.2 “*AllCare’s Counsel*” means Shook, Hardy & Bacon, LLP, and its attorneys.

1.3 “*Claims Administration*” means providing notice of the Settlement to the Settlement Class Members and governmental entities, if any, required to be provided notice, the processing of claims, requests for exclusions and objections and payment of approved claims received from Settlement Class Members by the Claims Administrator.

1.4 “*Claims Administrator*” means Atticus Administration, LLC or another company experienced in administering class action claims generally and specifically those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.5 “*Claim Deadline*” means a date certain, which is to be set forth in the Notice and which shall be no more than ninety (90) Days from the date Notice is mailed to Settlement Class Members.

1.6 “*Claim Form*” means the form, attached as **Exhibit C** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of signature verification.

1.7 “*Complaint*” means the Class Action Complaint filed by Plaintiffs in the Lawsuit styled *Celeste Brown et al. v. Allcare Plus Pharmacy LLC*, Civil Docket No.: 2484CV02366, pending in the Commonwealth of Massachusetts, Suffolk County Superior Court, Business Litigation Session (“BLS”).

1.8 “*Court*” means the Commonwealth of Massachusetts, Suffolk County Superior Court, BLS.

1.9 “*Data Security Incident*” means the cyberattack incident described in Paragraph I.1 above.

1.10 “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing

any period of time prescribed or allowed by this Settlement Agreement, the Parties shall include the last day of the period, unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.11 “*Effective Date*” means ten (10) Days after the date when each and all of the following conditions have occurred:

(a) This Settlement Agreement has been fully executed by all Parties and their counsel;

(b) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;

(c) The Court-approved Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

(d) The Court has entered a Final Order and Judgment finally approving this Settlement Agreement, as provided above;

(e) The Final Order and Judgment has become Final; and

(f) The time for any appeal of the Final Order and Judgment has expired.

1.12 “*Final*” means that all of the following events have occurred: (a) the settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the Final Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Order and Judgment has been commenced, such appeal or other review is finally concluded

and no longer is subject to further review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service Award or award of attorneys' fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.13 “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.14 “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.15 “*Lawsuit*” means the lawsuit, styled *Celeste Brown et al. v. Allcare Plus Pharmacy LLC*, Civil Docket No.: 2484CV02366, pending in the Commonwealth of Massachusetts, Suffolk County Superior Court.

1.16 “*Notice*” means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, attached as **Exhibits A and B** to this Settlement Agreement.

1.17 “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.18 “*Notice Deadline*” means thirty (30) Days after the entry of the Preliminary Approval Order, by which time the Claims Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to AllCare.

1.19 “*Notice Program*” means the notice program described in Section 5.

1.20 “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection, which is ninety (90) Days after the Notice Deadline.

1.21 “*Opt-Out Period*” means the time period ordered by the Court during which a Settlement Class Member may submit an Opt-Out Request to opt-out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court that this period be the ninety (90) Day period beginning from the Notice Deadline.

1.22 “*Opt-Out Request*” means a written request a Settlement Class Member may submit to the Claims Administrator as detailed under Section 6 below if they want to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.23 “*Parties*” means Plaintiffs, individually and on behalf of the Settlement Class, and Defendant, AllCare Plus Pharmacy LLC.

1.24 “*Person*” means an individual.

1.25 “*PII/PHI*” shall mean personally identifiable information and includes, but is not limited to, names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, health information, health insurance information, and information about treatments and prescriptions.

1.26 “*Plaintiffs*” means Celeste Brown and Ross Finesmith.

1.27 “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.28 “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class, attached as **Exhibit D** to this Settlement Agreement.

1.29 “*Related Entities*” means (a) AllCare’s past or present parents, subsidiaries, divisions, and related or affiliated entities (collectively, “Affiliates”), (b) each of AllCare’s and its Affiliates’ respective predecessors, successors, and assigns, and (c) each of the directors, officers, executives, members, managers, shareholders, principals, attorneys, insurers, and reinsurers of the entities described in (a) and (b) above, other than any Person who is found by a court of competent jurisdiction in a Final verdict to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.30 “*Released Claims*” means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon, the Data Security Incident and/or any compromise of PII/PHI in connection with or resulting from the Data Security Incident, including, but not limited to, negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty,

and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of PII/PHI in the Data Security Incident, and conduct that was alleged or could have been alleged in the Lawsuit, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of PII/PHI (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

1.31 "*Released Persons*" means AllCare Plus Pharmacy LLC, each of the Related Entities, and each of the employees and agents of any of the foregoing and includes, without limitation, any Person related to any such Person or entity who is, was, or could have been named as a defendant in the Lawsuit.

1.32 "*Service Award*" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their roles in this litigation.

1.33 "*Settlement*" means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.34 "*Settlement Agreement*" means this Settlement Agreement, including all exhibits hereto.

1.35 “*Settlement Class*” means: All persons residing in the United States whose Protected Information was subject to compromise in the Data Security Incident affecting AllCare Plus Pharmacy LLC in or around June 21, 2022. Excluded from the Settlement Class are: (i) AllCare; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction in a Final verdict to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.36 “*Settlement Class Counsel*” shall mean Cassandra P. Miller and Raina Borrelli of Strauss Borrelli PLLC.

1.37 “*Settlement Class Member[s]*” means all persons who fall within the definition of the Settlement Class.

1.38 “*Settlement Class Representatives*” means Celeste Brown and Ross Finesmith.

1.39 “*Settlement Website*” means a dedicated website created and maintained by the Claims Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, Notice, and Claim Form, among other things.

1.40 “*United States*” includes all fifty (50) states, the District of Columbia, and all territories.

2. CLASS CERTIFICATION

2.1 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, AllCare agrees and stipulates to the certification of the Settlement Class and will not oppose Plaintiffs' request for certification.

2.2 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, the Parties agree and stipulate to exclude from the Settlement Class (as defined above) all Settlement Class Members who timely and validly request exclusion from the Settlement Class.

2.3 Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, AllCare stipulates that Plaintiffs are adequate representatives of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class.

2.4 If the Settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or canceled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, AllCare shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

3. SETTLEMENT BENEFITS.

3.1 Claims-Made: Subject to the terms of this Settlement Agreement, AllCare shall make available the following compensation—on a wholly claims-made basis—to Settlement Class Members impacted by the Data Security Incident and who do not timely and validly opt-out of participation in this Settlement:

3.2 Monetary Compensation for Losses: Settlement Class Members who submit a valid and timely Claim Form may receive the following forms of compensation. Subject to the dispute and appeals procedures contained herein, Claims will be subject to review for completeness and plausibility by the Claims Administrator.

(a) Ordinary Losses. AllCare will provide up to \$750.00 per claim with supporting documentation. Ordinary Losses include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; and/or credit monitoring costs and miscellaneous expenses such as fax, postage, copying, mileage that were incurred on or after the date of the Data Security Incident and were more likely than not caused by the Data Security Incident.

(b) Extraordinary Losses. AllCare will provide up to \$5,000 per person for documented Extraordinary Losses, provided that: (i) The loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after the date of the Data Security Incident (iv) the loss is not already covered by one or more of the other reimbursement categories.

(c) Lost Time: AllCare will provide \$20 per hour for up to five (5) hours for time actually spent by the Class Member responding to issues raised by the Data Security

Incident. This is subject to the Ordinary and Extraordinary Losses caps, as applicable. To receive these settlement benefits, the claimant must include an attestation affirming the time spent and a written description of how the time was spent. This payment shall be included in the per person cap for Compensation for Ordinary and Extraordinary Losses, as applicable. Please note, the five (5) hours total for Lost Time may not be submitted twice – i.e., for a claim of Ordinary Losses and a separate claim of Extraordinary Losses.

3.3 Credit Monitoring Services. Settlement Class Members shall be offered an opportunity to enroll in two years of credit monitoring provided through IDX, including at least \$1,000,000 in identity theft protection insurance. AllCare will pay for the credit monitoring service separate and apart from other settlement benefits.

3.4 Alternative Cash Payment. AllCare will provide \$50.00 per claimant in lieu of all other compensation offered above in Paragraphs 3.2 – 3.3. That is, Settlement Class Members who opt for an Alternative Cash Payment of \$50.00, are not eligible to receive compensation for Ordinary or Extraordinary Losses (§3.2 (a) or (b)), Lost Time (§3.2 (c)), or additional Credit Monitoring (§3.3).

3.5 Remedial Measures. AllCare has made certain security changes in response to the Data Security Incident. If requested by the Court, AllCare will provide, for confidential *in camera* review only, a declaration describing its information security improvements since the Data Security Incident including, to the extent requested, an estimate of the cost of those improvements. AllCare agrees to maintain these data security measures as a result of the Data Security Incident and pay for such ongoing security changes separate and apart from other settlement benefits.

3.6 Claims Period. The Parties agree that the period for submitting claims will be set at a date certain no more than ninety (90) Days from the date that Notice is mailed to the Settlement Class Members.

3.7 Attorney's Fees. Payment of attorneys' fees will be made in accordance with Paragraph 8.2, which are to be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.8 Service Awards. Payment of Service Awards will be made in accordance with Paragraph 8.1, which are to be paid separate and apart from any other sums agreed to under this Settlement Agreement.

3.9 The Claims Administrator will provide information to Settlement Class Counsel and AllCare's Counsel regarding approved claims, including the claimant's name and other relevant information and all documentation to substantiate the claim upon request. Settlement Class Counsel and AllCare's Counsel shall have up to ten (10) business days after being provided this information to dispute any approved claim.

3.10 If a Settlement Class Member disputes in writing a claim determination related to a claim under this Section (Section 3) and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the parties will agree on a Claims Referee to make a final and binding determination regarding the disputed claim by a Settlement Class Member.

4. SETTLEMENT ADMINISTRATION.

4.1 All Notice and Claims Administration Costs, in their entirety, will be paid or caused to be paid by AllCare. AllCare agrees to provide a reminder notice 45 days prior to claim submission deadline.

4.2 The Parties have agreed to request that the Court appoint Atticus Administration, LLC as Claims Administrator. Once approved by the Court, the Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require.

4.3 The Claims Administrator will cause the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court. The Claims Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by AllCare's Counsel and Settlement Class Counsel. The Parties shall reasonably cooperate with such requests.

4.4 The Claims Administrator will administer and update the Settlement Website in accordance with the terms of this Settlement Agreement. Settlement Class Counsel and AllCare's Counsel shall agree on all information and documents to be posted on the Settlement Website.

4.5 The Claims Administrator will conduct Claims Administration in accordance with the terms of the Settlement Agreement, and any additional processes agreed to by Settlement Class Counsel and AllCare's Counsel, and subject to the Court's supervision and direction as circumstances may require.

4.6 To make a claim for monetary compensation, a Settlement Class Member must complete and submit a valid, timely Claim Form. Claim Forms shall be submitted by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline.

4.7 The Claims Administrator will review and evaluate each Claim Form, including any required documentation submitted for timeliness, completeness, and validity.

4.8 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has provided all documentation (except for claims for lost time) and/or information needed to complete the Claim Form, including any documentation required to support claims for compensation under Section 3 above; and (3) when applicable, the information submitted could lead a reasonable person to conclude that the claimant is eligible for the category and amount for which a claim is submitted (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the claimed losses, available insurance or other sources of reimbursement, the status of any claims made for insurance benefits or other reimbursement, and claims previously made for identity theft and the resolution thereof.

4.9 The Claims Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or AllCare’s Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement. AllCare or the Claims Administrator will provide other reports or information as requested by the Court.

4.10 Subject to the terms and conditions of this Settlement Agreement, AllCare shall transmit needed claimant compensation funds to the Claims Administrator, and the Claims Administrator shall mail or otherwise provide payment for approved claims within

sixty (60) Days of the Effective Date, or within sixty (60) Days of the date that the Claim is approved, whichever is later.

4.11 Payment for approved Claims shall be mailed or otherwise sent to the Settlement Class Member in the manner he or she selected on the Claim Form.

4.12 Any checks issued under this section shall be void if not negotiated within ninety (90) Days of their date of issue and shall bear the language: "This check must be cashed within 90 days, after which time it is void." Checks issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and AllCare shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Section 3 above or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.13 The Settlement funds and benefits that AllCare shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a Settlement Class Member has an enforceable right and shall remain the property of AllCare until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement. Settlement Class Members assume full responsibility and liability for any taxes owed on their payment for approved Claims. The Parties and their counsel make no representations as to the tax treatment

or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties or their counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold the Parties and their counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement Agreement, including the treatment of certain of such payments as not subject to withholding or deduction for payroll and employment taxes.

4.14 Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Settlement Class Counsel, and AllCare Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Notice shall be provided to Settlement Class Members via: (1) direct notice as provided below; and (2) notice on the Settlement Website.

5.3 Within seven (7) Days of the entry of the Preliminary Approval Order and engagement of a Claims Administrator, AllCare shall provide the Claims Administrator with the names and mailing addresses of the Settlement Class Members whose mailing addresses are known to AllCare. The Claims Administrator shall, by using the National Change of Address ("NCOA") database maintained by the United States Postal Service ("Postal Service"), obtain updates, if any, to the mailing addresses.

5.4 Within thirty (30) Days of the entry of the Preliminary Approval Order (the “Notice Deadline”), the Claims Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members whose addresses are known to AllCare by first-class U.S. mail.

5.5 If any Notice is returned by the Postal Service as undeliverable, the Claims Administrator shall remail the Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. Where the undeliverable Notice is returned without a forwarding address, the Claims Administrator shall make reasonable efforts to ascertain the correct address of the Settlement Class Member whose Notice was returned undeliverable and remail the Notice. Other than as set forth in the preceding sentence, neither the Parties nor the Claims Administrator shall have any obligation to remail a Notice to a Settlement Class Member.

5.6 The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Claims Administrator shall have the discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed, Settlement Class Counsel and AllCare Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court.

5.7 No later than thirty (30) Days following entry of the Preliminary Approval Order and engagement of a Claims Administrator, and prior to the mailing of the Notice to Settlement Class Members, the Claims Administrator will create a dedicated Settlement Website. The Claims Administrator shall cause the Complaint, the Short Form Notice, the Long Form Notice (substantially similar to that attached hereto as **Exhibit B**, and the Claim

Form (in a form substantially similar to that attached hereto as **Exhibit C**), as approved by the Court, as well as this Settlement Agreement, to be made available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Settlement Class Counsel and AllCare's Counsel, which approval shall not be unreasonably withheld. The Settlement Website address and the fact that the Long Form Notice and a Claim Form are available through the Settlement Website shall be included in the Notice mailed to Settlement Class Members.

5.8 The Settlement Website shall be maintained and updated until thirty (30) Days after Final Order and Judgment.

5.9 Claim Forms shall be returned or submitted to the Claims Administrator via U.S. mail or submitted through the Settlement Website by the Claim Deadline set by the Court or be forever barred.

5.10 Prior to the Final Approval Hearing, the Claims Administrator shall provide to Settlement Class Counsel and AllCare's Counsel to file with the Court an appropriate affidavit or declaration from the Claims Administrator with respect to its compliance with the Court-approved Notice Program.

5.11 AllCare shall pay the entirety of the costs of Claims Administration and the costs of providing notice to the Settlement Class in accordance with the Preliminary Approval Order.

6. OPT-OUT PROCEDURE.

6.1 Each Settlement Class Member shall have the right to opt-out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

6.2 The Notice shall inform each Settlement Class Member of their right to request exclusion from the Settlement Class and not to be bound by this Settlement

Agreement, if, within such time as is ordered by the Court (“Opt-Out Period”), the Settlement Class Member timely submits a request for exclusion (“Opt-Out Request”) either by mail or through the Settlement Website. An Opt-Out Request shall be provided through the Settlement Website. To be effective, an Opt-Out Request must be sent no later than the final date of the Opt-Out Period.

6.3 The Parties will recommend to the Court that the Opt-Out Period be the ninety (90)-Day period beginning upon the Notice Deadline.

6.4 For a Settlement Class Member’s Opt-Out Request to be valid, it must (a) state their full name, address, and telephone number; (b) contain the Settlement Class Member’s signature (electronic or original), or the signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on behalf of the Settlement Class Member; and (c) clearly manifest the Settlement Class Member’s intent to be excluded from the Settlement Class, to be excluded from the Settlement, to not participate in the Settlement, and to waive all rights to the benefits of the Settlement. The Claims Administrator shall receive and review Opt-Out Requests and promptly inform Settlement Class Counsel and AllCare’s Counsel of any Opt-Out Requests.

6.5 All Settlement Class Members who submit timely and valid Opt-Out Requests in the manner set forth in Paragraph 6.4, above, referred to herein as “Opt-Outs,” shall receive no benefits or compensation under this Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.4, above, shall

be bound by the terms of this Settlement Agreement, including the Release contained herein, and any judgment entered thereon, regardless of whether they file a Claim Form or receive any monetary benefits from the Settlement.

6.6 An Opt-Out Request or other request for exclusion that does not fully comply with the requirements set forth in Paragraph 6.4, above, or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, shall be invalid, and the person submitting such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and any judgment entered thereon.

6.7 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Opt-Out Requests shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Opt-Out Requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless they submit a valid and timely Opt-Out Request.

6.8 Within fourteen (14) Days after the last Day of the Opt-Out Period, the Claims Administrator shall furnish to Settlement Class Counsel and to AllCare's Counsel a complete list of all timely and valid Opt-Out Requests (the "Opt-Out List").

7. OBJECTIONS TO THE SETTLEMENT.

7.1 Any Settlement Class Member who wishes to object to the Settlement Agreement must submit a timely and valid written notice of their objection ("Objection") by the Objection Deadline (as defined herein). Such notice shall: (i) state the objecting Settlement

Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Security Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or their counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

7.2 To be timely, an Objection must be filed with the Clerk of the Court, mailed, hand delivered, or submitted through the Settlement Website no later than ninety (90) Days after the Notice Deadline ("Objection Deadline"). The deadline for filing Objections shall be included in the Notice.

7.3 An objector is not required to attend the Final Approval Hearing, but may do so either with or without counsel.

7.4 If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, counsel shall file a notice of appearance in compliance with the Court's requirements.

7.5 If the objecting Settlement Class Member intends to request permission from the Court to call witnesses at the Final Approval Hearing, the objecting Settlement Class Member must provide reasonable notice to the Court and Counsel for all parties.

7.6 Any Settlement Class Member who fails to comply in full with the requirements for objecting set forth in this Settlement Agreement, the Notice, and any applicable orders of the Court shall forever waive and forfeit any and all rights they may have to raise any Objection to the Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Section. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Order and Judgment approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack. Any objecting Settlement Class Member who appeals final approval of the Settlement Agreement will be required to post an appeal bond.

8. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARD.

8.1 Service Awards: Plaintiffs will each request a Service Award to be paid to each Plaintiff in an amount not to exceed two thousand and five hundred dollars and no/100 (\$2,500.00), which award is intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class. Plaintiffs will not request a Service Award exceeding two thousand dollars and five hundred and no/100 (\$2,500.00) per Plaintiff. If approved by the Court, AllCare will pay or cause to be paid the Service Awards to an account established by Settlement Class Counsel no later than thirty (30) Days after the Effective Date. The Service Awards will be paid or caused to be paid by AllCare separate and apart from any other sums agreed to under this Settlement Agreement.

8.2 Attorney Fees and Costs: Plaintiffs will request an award of attorneys' fees and costs in an amount not to exceed one-hundred and eighty-five-thousand dollars and no/100 (\$185,000.00) to Settlement Class Counsel. Settlement Class Counsel will not request an award of attorneys' fees and costs exceeding one-hundred and eighty-five-thousand dollars and no/100 (\$185,000.00). If approved by the Court, Settlement Class Counsel will provide AllCare with all appropriate documentation required under applicable law, including, without limitation, an appropriately completed Internal Revenue Service Form W-9, and AllCare will pay the Court-approved amount for attorneys' fees and costs up to one-hundred and eighty-five-thousand dollars and no/100 (\$185,000.00) to an account established by Settlement Class Counsel no later than fourteen (14) Days after the Effective Date or AllCare's receipt of the appropriate documentation. The attorneys' fees and costs will be paid by AllCare separate and apart from any other sums agreed to under this Settlement Agreement.

8.3 Timing of Application to Court: Settlement Class Counsel will file the applications with the Court for the Service Awards and attorneys' fees and expenses no later than fourteen (14) Days prior to the deadlines for a Settlement Class Member to opt out of or object to the Settlement, unless otherwise ordered by the Court. AllCare agrees not to oppose Settlement Class Counsel's request for a service award not to exceed two thousand and five hundred dollars and no/100 (\$2,500.00) per Plaintiff, and also agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees, costs and expenses not to exceed one-hundred and eighty-five-thousand dollars and no/100 (\$185,000.00).

8.4 The Parties agree that AllCare will not in any event or circumstance be required to pay any amounts to Plaintiffs or Settlement Class Counsel for a Service Award or attorneys' fees and costs in excess of the amounts identified above in Paragraphs 8.1 and 8.2.

8.5 The Parties agree that the Court's approval or denial of any request for a Service Award and/or attorneys' fees and costs are not conditions to this Settlement Agreement. The Parties further agree that the amount(s) of a Service Award, and of any award of attorneys' fees or costs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No order of the Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of a Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiffs, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

9. NOTICES TO THE PARTIES.

9.1 All notices (other than the Notice to the Settlement Class members) required by the Settlement Agreement shall be made in writing and communicated by mail or hand delivery to the following addresses:

- (a) All Notices to Settlement Class Counsel or Plaintiffs shall be sent to:

Cassandra P. Miller
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Telephone: 872.263.1100
cmiller@straussborrelli.com

- (b) All Notices to AllCare' Counsel or AllCare shall be sent to:

Tammy Webb
SHOOK, HARDY & BACON L.L.P.
555 Mission Street, Suite 2300
San Francisco, CA 94105

Telephone: (415) 544-1904
twebb@shb.com

9.2 Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, requests for exclusion, or other documents, communications, or filings received as a result of the Notice.

10. SETTLEMENT APPROVAL PROCESS.

10.1 As soon as practicable after execution of this Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court and file a motion for preliminary approval of the settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, which:

- (a) Preliminarily approves this Settlement Agreement;
- (b) Certifies the Settlement Class for settlement purposes only pursuant to Section 2;
- (c) Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to Settlement Class Members;
- (d) Appoints the Claims Administrator in accordance with the provisions *supra*;
- (e) Approves the Notice Program and directs the Claims Administrator to provide Notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- (f) Approves a customary form of short notice to be mailed to Settlement Class Members (the "Short Form Notice") in a form substantially similar to the one attached hereto as **Exhibit A** and a customary long form of notice ("Long Form Notice") in a form substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the

Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval Hearing;

(g) Approves a Claim Form substantially similar to that attached hereto as **Exhibit C**, and directs the Claims Administrator to conduct Claims Administration in accordance with the provisions of this Settlement Agreement;

(h) Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

(i) Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;

(j) Appoints Settlement Class Counsel;

(k) Appoints Plaintiffs as the Settlement Class Representatives; and

(l) Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

11. FINAL APPROVAL HEARING.

11.1 Settlement Class Counsel and AllCare's Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one-hundred and sixty (160) Days after the entry of the Preliminary Approval Order.

11.2 Plaintiffs will file with the Court their Motion in Support of Final Approval of the Class Action Settlement no later than fourteen (14) Days before the Final Approval Hearing, or as directed by the Court.

11.3 In advance of filing the Motion in Support of Final Approval, Plaintiffs will file with the Court their Motion in Support of Attorneys' Fees and Costs and Service Award no later than fourteen (14) Days prior to the deadline for Settlement Class Members to object or exclude themselves from the Settlement Agreement, or as directed by the Court.

11.4 The Parties shall ask the Court to enter a Final Order and Judgment in substantially the same form as **Exhibit E** attached hereto.

11.5 If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise provided in accordance with this Settlement Agreement.

12. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Each Party shall have the right to terminate this Settlement Agreement if:

(a) The Court or an appellate court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that is not substantially similar in form and substance to **Exhibit D** attached hereto);

(b) The Court or an appellate court denies final approval of this Settlement Agreement (or grants final approval through an order that is not substantially similar in substance to **Exhibit E** attached hereto);

(c) The Court or an appellate court issues an Order on preliminary approval or final approval that increases AllCare's payment responsibilities under this Settlement Agreement; or

(d) The Final Order and Judgment do not become Final because a higher court reverses final approval by the Court.

12.2 If a Party elects to terminate this Settlement Agreement under this Section 12, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or email within ten (10) Days of the occurrence of the condition permitting termination.

12.3 Nothing shall prevent Plaintiffs or AllCare from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement or approval by the Court in a form not substantially similar to the substantive terms and intent of this Settlement Agreement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially similar to the substantive terms and intent of this Settlement Agreement, not increasing AllCare's payment obligations under this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

12.4 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) AllCare shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the

Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) AllCare shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

13. RELEASE.

13.1 On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against AllCare or any Released Persons with respect to the Released Claims.

13.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, directly, indirectly, representatively, as a member of or on behalf of the general public and in any other capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

13.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the following individuals will be deemed to have, and by operation of the Final Order and Judgement shall have fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims:

- (i) Plaintiffs and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal

representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”); and

- (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

13.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel, Paronich Law, P.C, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiffs.

13.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

13.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged

Plaintiffs, the Settlement Class Members, Settlement Class Counsel, and Paronich Law, P.C of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses AllCare or other Released Persons may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

13.7 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

13.8 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

14. MISCELLANEOUS PROVISIONS.

14.1 The recitals and exhibits to this Settlement Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

14.2 Plaintiffs and Settlement Class Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Class Action or the Settlement that disparages any Released Party; provided, however, that this prohibition does not preclude Class Counsel from restating the allegations made in the Complaint for

purposes of the motion for Preliminary Approval of the Settlement, motion for Final Approval of the Settlement, or the request for Attorneys' Fees and Litigation Expenses, Administrative Expenses, and Class Representatives' Case Contribution Award, or as necessary to provide notice to the Settlement Class. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.

14.3 AllCare, Plaintiffs and Settlement Class Counsel agree that they will not issue any press release regarding the Settlement, affirmatively contact any media sources regarding the Settlement, or respond to any request for comment on the Settlement by the media. Additionally, Settlement Class Counsel agrees that they will not maintain or include any information regarding the Settlement in posts on blogs or social media accounts, except as required to provide notice as otherwise agreed upon by the Parties. Settlement Class counsel also agrees that they will not maintain or include any information regarding the Settlement in marketing information, firm bios, or resumes, except to the extent—and only to the extent—that the information is already explicitly stated in this Settlement Agreement.

14.4 AllCare, Plaintiffs and Settlement Class Counsel agree that they will not publicly disclose the terms of the Settlement until after the motion for Preliminary Approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless such disclosure is pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations, or the Court.

14.5 The Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and

implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

14.6 This Settlement Agreement is for settlement purposes only. No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of AllCare or the Released Persons or any admission by AllCare or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiffs in the Lawsuit. This Settlement Agreement shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by AllCare or the Released Persons that Plaintiffs' claims or any similar claims are suitable for class treatment outside of this Settlement.

14.7 In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing such agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement in order to give this Settlement Agreement full force and effect.

14.8 No Person shall have any claim against Plaintiffs, Settlement Class Counsel, AllCare, AllCare's Counsel, the Claims Administrator, the Released Persons, or their agents based on administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any court order.

14.9 This Settlement Agreement constitutes the entire agreement between the Parties with respect to the settlement of the Lawsuit. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

14.10 There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

14.11 In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

14.12 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the

merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

14.13 This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

14.14 The Court shall retain jurisdiction, after entry of the Final Order and Judgment, with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court for purposes of the implementation and enforcement of the Settlement embodied in this Settlement Agreement and any dispute with respect thereto.

14.15 This Settlement Agreement shall be construed under and governed by the laws of Massachusetts without regard to its choice of law provisions.

14.16 In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions,

which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to AllCare or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

14.17 This Settlement Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

14.18 The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa).

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

14.20 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

14.21 Each Party to this Settlement Agreement and the signatories thereto warrant that they or it is acting upon their or its independent judgment and the advice of their or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

14.22 Each signatory below warrants that they have authority to execute this Settlement Agreement and bind the Party on whose behalf they are executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be

executed,

Celeste Brown
Plaintiff Celeste Brown

Date: 03 / 03 / 2025

Plaintiff Ross Finesmith

Date: _____

Defendant AllCare Plus Pharmacy LLC

Date: _____

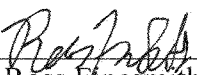
By: _____

[ATTORNEY SIGNATURE PAGE TO FOLLOW]

executed,

Plaintiff Celeste Brown

Date: _____



Plaintiff Ross Finesmith

Date: 03 / 03 / 2025

Defendant AllCare Plus Pharmacy LLC

Date: _____

By: _____

[ATTORNEY SIGNATURE PAGE TO FOLLOW]

executed,

Plaintiff Celeste Brown

Date: _____

Plaintiff Ross Finesmith

Date: _____



Defendant AllCare Plus Pharmacy LLC

Date: 3/3/25

By: Eric Sherbet
in his capacity as Sole Director of
IQVIA RDS Inc., the sole-member of
Allcare Plus Pharmacy LLC

[ATTORNEY SIGNATURE PAGE TO FOLLOW]

This agreement is approved as to form and content by the Parties' respective counsel, Settlement Class Counsel agrees to be bound by its terms, and Paronich Law, P.C. agrees to the terms of Sections 13.4 and 13.6.

Dated: _____

Dated: 3-3-2025



By: _____

By: Cassandra P. Miller

SHOOK, HARDY & BACON L.L.P.

Patrick Oot (BBO# 651747)
Lisa Oliver White (BBO# 666841)
Tammy B. Webb (pro hac vice)

Adam M. Shoshtari (pro hac vice)
1800 K Street NW, Suite 1000
Washington, DC 20006
Telephone: (202) 783-8400
Facsimile: (202) 783-4211
oot@shb.com
lowwhite@shb.com
tbwebb@shb.com
ashoshtari@shb.com

Attorneys for Defendant

STRAUSS BORRELLI PLLC

Raina Borrelli*
Cassandra P. Miller*
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
Telephone: 872.263.1100
raina@straussborrelli.com
cmiller@straussborrelli.com
*Pro hac vice forthcoming



By: Anthony Paronich

Anthony Paronich

PARONICH LAW, P.C.

350 Lincoln Street, Suite 2400
Hingham, MA 02043
[o] (617) 485-0018
[c] (508) 221-1510
[f] (508) 318-8100

*Attorneys for Plaintiffs and Proposed
Settlement Class Counsel*

[Ex. B: LONG NOTICE]

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

You May Be Eligible For Benefits From A Class Action Settlement.

This is not a solicitation from a lawyer, junk mail, or an advertisement.

A court authorized this notice.

**UNDER THIS SETTLEMENT YOU MAY BE ENTITLED TO A PAYMENT
OF AT LEAST \$50**

This notice summarizes the proposed settlement reached in a class action lawsuit entitled *Celeste Brown and Ross Finesmith v. AllCare Plus Pharmacy LLC*, Civil Docket No. 2484CV02366, in the Suffolk County Superior Court, Commonwealth of Massachusetts (“Lawsuit”) and you may be eligible to receive benefits including a payment of \$50 or free credit reporting provided by IDX and other relief. For more details about the settlement, please visit [INSERT WEBSITE] or contacting the Claims Administrator at 1-###-###-####.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

**This Notice explains the nature of the lawsuit and claims being settled, your legal rights,
and the benefits to the Settlement Class.**

This notice may affect your rights – please read it carefully.

- The lawsuit alleges that around June 21, 2022, AllCare Plus Pharmacy LLC, (“AllCare”) became aware that cybercriminals had breached its computer system using phishing emails that targeted the email mailboxes of AllCare’s employees. After a reasonable investigation, AllCare determined that a single mailbox was compromised and certain information was subject to access without authorization and taken from AllCare’s systems. The potentially affected information varied by individual, but included some or all of the following categories of information: names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, health information, health insurance information, and information about treatments and prescriptions. AllCare maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that AllCare has violated any laws, but rather the resolution of disputed claims.
- If you received this Notice, you have been identified as a Settlement Class Member. More specifically, you are a Settlement Class Member because you have been identified as an individual impacted by the Data Security Incident.
- All Settlement Class Members may be eligible to receive certain benefits from the Settlement: (1) reimbursement for up to \$750 for documented out-of-pocket expenses such as fees for credit reports, credit monitoring, or other identity theft insurance products, (2) reimbursement for up to five (5) hours of documented lost time spent dealing with the Data Security Incident (\$20 per hour), (3) reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for proven actual monetary losses, and (4) Settlement Class Members

[Ex. B: LONG NOTICE]

can elect to enroll in two years of credit monitoring services, **at no cost to you**, provided through IDX with at least \$1,000,000 in identity theft insurance. In the alternative to a claim for Ordinary Losses and Lost Time, Extraordinary Losses, and/or Credit Monitoring (i.e., 1 – 4 above), Settlement Class Members can elect to receive a \$50.00 Alternative Cash Payment.

The deadline to submit a claim is [notice + 90 days].

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	You must submit a valid Claim to get money from this Settlement. Claim Forms must be submitted online or postmarked for mail no later than [notice + 90 days] .
Do Nothing	If you do nothing, you remain in the Settlement. You give up your rights to sue and you will not get any money or credit monitoring.
Exclude Yourself	Opt out of the Settlement. Receive no money. Keep your rights. This is the only option that allows you to keep your right to sue for the claims in this Lawsuit. You will not receive any money or credit monitoring from the Settlement. Your request to exclude yourself must be submitted online or postmarked for mail no later than [notice + 90 days] .
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than [notice + 90 days] .
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details. The Final Fairness Hearing is scheduled for [Date] at [Time] at [Location] .

[Ex. B: LONG NOTICE]

WHAT THIS NOTICE CONTAINS

Basic Information.....	Pages 4-5
1. How do I know if I am affected by the Lawsuit and Settlement?	
2. What is this case about?	
3. Why is there a Settlement?	
4. Why is this a class action?	
5. How do I know if I am included in the Settlement?	
The Settlement Benefits.....	Pages 5-6
6. What does this Settlement provide?	
7. How to submit a Claim?	
8. What am I giving up as part of the Settlement?	
9. Will the Class Representative receive compensation?	
Exclude Yourself.....	Page 6-7
10. How do I exclude myself from the Settlement?	
11. If I do not exclude myself, can I sue later?	
12. What happens if I do nothing at all?	
The Lawyers Representing You	Page 7
13. Do I have a lawyer in the case?	
14. How will the lawyers be paid?	
Objecting to the Settlement.....	Page 8-9
15. How do I tell the Court that I do not like the Settlement?	
16. What is the difference between objecting and asking to be excluded?	
The Final Fairness Hearing.....	Page 9
17. When and where will the Court decide whether to approve the Settlement?	
18. Do I have to come to the hearing?	
19. May I speak at the hearing?	
Do Nothing.....	Page 10
20. What happens if I do nothing?	
Get More Information	Page 10
21. How do I get more information about the Settlement?	

[Ex. B: LONG NOTICE]

BASIC INFORMATION

1. How do I know if I am affected by the Lawsuit and Settlement?

You are a Settlement Class Member if you were among the individuals impacted by the Data Security Incident.

The Settlement Class specifically excludes: (i) AllCare; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

This case is known as *Celeste Brown and Ross Finesmith v. AllCare Plus Pharmacy LLC*, Civil Docket No. 2484CV02366, in the Suffolk County Superior Court, Commonwealth of Massachusetts. The people who sued are called the “Plaintiffs” and the company they sued, AllCare, is known as the “Defendant” in this case and for purposes of this Notice.

The lawsuit alleges that around June 21, 2022, AllCare Plus Pharmacy LLC, (“AllCare”) became aware that cybercriminals had breached its computer system using phishing emails that targeted the email mailboxes of AllCare’s employees. After a reasonable investigation, AllCare determined that a single mailbox was compromised and certain information was subject to access without authorization and taken from AllCare’s systems. The potentially affected information varied by individual, but included some or all of the following categories of information: names, addresses, dates of birth, Social Security numbers, driver’s license numbers, financial account information, health information, health insurance information, and information about treatments and prescriptions. AllCare maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that AllCare has violated any laws, but rather the resolution of disputed claims.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Class Representatives, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at [INSERT WEBSITE].

[Ex. B: LONG NOTICE]

4. Why is this a class action?

In a class action, one or more people called a “Class Representative” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the Settlement?

You are included in the Settlement if you were among the individuals impacted by the Data Security Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT WEBSITE], call toll-free at 1-###-###-####, or write to the Claims Administrator at AllCare Data Security Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

THE SETTLEMENT BENEFITS

6. What does this Settlement provide?

The proposed Settlement will provide the following benefits to Settlement Class Members:

Ordinary Loss Expense Reimbursement: All Settlement Class Members who submit a valid claim using the Claim Form are eligible for up to \$750 per Settlement Class Member with supporting documentation. Ordinary Losses include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft, professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; and/or cred monitoring costs and miscellaneous expenses such as fax, postage, copying, and mileage that were incurred on or after the Data Security Incident (around June 21, 2022) and were more likely than not caused by the Data Security Incident. To receive reimbursement for any of the above-referenced documented ordinary loss expenses, Settlement Class Members must submit a valid and timely Claim Form, signed under penalty of perjury and supporting third-party documentation for each item of expenditure claimed, to the Claims Administrator.

Lost Time Reimbursement: Settlement Class Members are eligible to receive \$20 per hour for up to five (5) hours of time actually spent responding to issues raised by the Data Security Incident documented lost time spent dealing with the Data Security Incident (calculated at the rate of \$20 per hour for a maximum of \$100). Settlement Class Members must include on the Claim Form an attestation affirming the time spent and a written description of how the time was spent related to the Data Security Incident. Payment for lost time will be included in the per person cap for reimbursement of Ordinary and Extraordinary Losses, as applicable. Please note, the five (5) hours total for Lost Time may not be submitted twice – i.e., for a claim of Ordinary Losses and a separate claim of Extraordinary Losses.

Extraordinary Loss Reimbursement: Settlement Class Members are also eligible to receive up to \$5,000 per person for documented Extraordinary Losses. The loss must be an actual documented and unreimbursed monetary loss that was more likely than not caused by the Data Security Incident; and was incurred after June 21, 2022.

Credit Monitoring: Settlement Class Members shall be offered an opportunity to enroll in two years of *free* Credit Monitoring and Identity Theft Protection Services provided through IDX with

[Ex. B: LONG NOTICE]

at least \$1,000,000 in identity theft insurance.

Alternative Cash Payment: In the alternative to a claim for Ordinary Losses and Lost Time, Extraordinary Losses, and/or Credit Monitoring (i.e., all of the reimbursement categories defined above), Settlement Class Members can elect a \$50.00 Alternative Cash Payment.

Remedial Relief: Defendant has made certain security changes in response to the Data Security Incident. Defendant will continue those security changes and will pay for those changes separate and apart from other settlement benefits.

7. How to submit a claim?

All claims will be reviewed by the Settlement Administrator for completeness and plausibility. You must file a Claim Form to receive money from the proposed Settlement. Claim Forms must be submitted online by [notice + 90 days] or postmarked no later than [notice + 90 days]. You can submit an online claim or download a Claim Form at [INSERT WEBSITE], or you can call the Claims Administrator toll-free at 1-####-####-#### for a Claim Form.

8. What am I giving up as part of the Settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue AllCare, its Related Entities, or any of its past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of its respective predecessors, successors, assigns, owners, directors, shareholders, members, officers, executives, employees, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Persons”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Persons, is available at [INSERT WEBSITE].

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class. If the Settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representatives will each receive a service award of up to \$2,500, to compensate for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must complete and submit an **Opt-Out Request Form** available at [INSERT WEBSITE].

[Ex. B: LONG NOTICE]

You can submit your request:

- **Online** at [INSERT WEBSITE], or
- **By mail** to:

AllCare Data Security Incident Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Your request must be **submitted online or postmarked by [notice + 90 days]**.

If you opt out, you will not receive any settlement benefits but will retain your right to pursue claims separately.

For more details, visit [INSERT WEBSITE].

11. If I do not exclude myself, can I sue later?

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this Settlement resolves.

12. What happens if I do nothing at all?

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or credit monitoring services from the Settlement, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit against the Released Persons (listed in Question 8) about the settled claims in this case at any time.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed STRAUSS BORRELLI PLLC (called “Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of combined attorneys’ fees and costs in an amount not to exceed \$185,000. A copy of Class Counsel’s Motion for Attorneys’ Fees, Costs, Expenses, and Service Award for Class Representative will be posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel.

[Ex. B: LONG NOTICE]

OBJECTING TO THE SETTLEMENT

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

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must submit a timely and valid written notice of your objection no later than [notice + 90 days].

Your notice of objection must include:

- a) your full name, current address, telephone number, and email address (if any);
- b) your signature;
- c) proof that you are a Settlement Class Member (e.g., copy of the Notice or copy of original notice of the Data Security Incident);
- d) all grounds for the objection, including any legal support for the objection that the objector believes applicable the identity of any attorneys representing you;
- e) the identity of all counsel representing you;
- f) a statement as to whether you or your counsel intend to appear at the Final Approval Hearing, and;
- g) the signature of your attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

To be timely, an Objection must be filed with the Clerk of Court at the address below or submitted to the Claims Administrator by mail, hand-delivery, or through the Settlement Website by the Objection Deadline [notice + 90 days].

CLERK OF COURT Suffolk County Superior Court Commonwealth of MA Civil Clerk's Office 3 Pemberton Square Boston, MN 02108	CLAIMS ADMINISTRATOR <u>Mail:</u> AllCare Data Security Incident Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 <u>Hand Delivery:</u> Atticus Administration LLC 1295 Northland Drive, Suite 160 St. Paul, MN 55120 <u>Settlement Website:</u> [INSERT WEBSITE]
---	---

If you do not submit your Objection by [notice + 90 days] you will be considered to have waived all Objections.

If you object, you are not required to attend the Final Approval Hearing, but may do so at your own expense. If you intend to appear at the Final Approval Hearing through counsel, your attorney(s) must file a notice of appearance in compliance with the Court's requirements.

[Ex. B: LONG NOTICE]

If you intend to request permission from the Court to call witnesses at the Final Approval Hearing, you must provide reasonable notice to the Court and Counsel for all Parties.

16. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Approval Hearing on [DATE at TIME, ADDRESS]. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check [INSERT WEBSITE] for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of attorneys' fees, costs, and expenses to Settlement Class Counsel and the request for a Service Award to the Class Representative.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission.

[Ex. B: LONG NOTICE]

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any money from the Settlement, you will not be able to sue for the claims in this case, and you release the claims against Defendant and the Released Persons described in Question No. 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Award for Class Representative, and more, please visit [INSERT WEBSITE] or call 1-###-###-####. You may also contact the Claims Administrator at AllCare Data Security Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
DEFENDANT'S COUNSEL.**

NOTICE OF PROPOSED
CLASS ACTION LAWSUIT

A proposed Settlement has been reached in a class action lawsuit known as *Celeste Brown and Ross Finesmith v.*

AllCare Plus Pharmacy LLC, Civil Docket No.:

2484CV02366, in the Commonwealth of Massachusetts, Suffolk County Superior Court. ("Lawsuit").

**YOU ARE ENTITLED TO A PAYMENT
OF AT LEAST \$50**

You may be eligible to receive benefits including a payment of \$50 or free credit reporting provided by IDX and other relief.

You are a Settlement Class Member if your Protected Information was compromised in the Data Security Incident affecting AllCare Plus Pharmacy LLC in or around June 21, 2022.

For more information, please read this postcard Notice and scan this QR Code or visit the Settlement Website at:

www.WEBSITEURL.com



AllCare Data Security Incident Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
HOPKINS MN
PERMIT NO. 60

«ScanString»

Postal Service: Please do not mark barcode

Class Member ID: «Claimant ID»

«FirstName» «LastName»



«Address1»

«Address2»

«City», «State» «Postal Code»

WHAT IS THIS ABOUT? The lawsuit alleges that around June 21, 2022, AllCare Plus Pharmacy LLC, ("AllCare") became aware that a computer system using phishing emails that targeted the email mailboxes of AllCare's employees. After a reasonable investigation, AllCare determined that a single mailbox was compromised, and certain information was subject to access without authorization and taken from AllCare's systems. The potentially affected information varied by individual but included some or all of the following categories of information: names, addresses, dates of birth, Social Security numbers, driver's license numbers, financial account information, health information, health insurance information, and information about treatments and prescriptions. AllCare maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that AllCare has violated any laws, but rather the resolution of disputed claims. **WHAT ARE THE BENEFITS?** The Settlement includes reimbursement for Ordinary Losses, Extraordinary Losses, Lost Time, and Credit Monitoring or a \$50 Cash Payment. **Ordinary Loss Expense Reimbursement** of up to \$750 for documented with supporting documentation, including, without limitation and by way of example, unreimbursed losses related to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit report services; and/or credit monitoring costs and miscellaneous expenses such as fax, postage, copying, and mileage that were incurred on or after the date of the Data Security Incident and were more likely than not caused by the Data Security Incident. **Lost Time Reimbursement** for up to five (5) hours of documented lost time spent dealing with the Data Security Incident (\$20 per hour) for a maximum of up to \$100 per person. **Extraordinary Loss Reimbursement** of up to \$5,000 per person for actual, documented and unreimbursed monetary loss that was more likely than not caused by the Data Security Incident and the loss was incurred after the date of the Data Security Incident. **Credit Monitoring:** Two years of **free** Credit Monitoring Services provided through IDX with at least \$1,000,000 in identity theft insurance. **Alternative Cash Payment:** In the alternative to a claim for the reimbursement categories above (i.e., Ordinary Losses and Lost Time, Extraordinary Losses, and/or Credit Monitoring), Settlement Class Members can elect a \$50.00 Alternative Cash Payment. **Remedial Relief:** AllCare made certain security changes in response to the Data Security Incident to further protect its customers' PII and PHI. You must file a claim by mail postmarked by [notice + 90 days] or online at [INSERT WEBSITE] by [notice + 90 days] to receive benefits from the Settlement. **WHAT ARE MY OTHER RIGHTS? Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any money; you must submit a claim to get money. **Exclude yourself:** You can get out of the Settlement and keep your right to sue for the claims in this Lawsuit, but you will not get any money from the Settlement. You must exclude yourself by [notice + 90 days]. **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be submitted by [notice + 90 days]. Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website at [INSERT WEBSITE]. The Court will hold the Final Fairness Hearing at [COURTROOM and ADDRESS] to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of combined attorneys' fees and costs of \$185,000 and request the Class Representatives' service awards of \$2,500 each, and to consider whether and if it should be approved. You may attend the hearing, but you don't have to. This is only a summary. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel's Application for Attorneys' Fees and Expenses, and other documents, visit [INSERT WEBSITE] or call [INSERT PHONE #] call [1-8XX-XXX-XXXX].



Visit the Settlement Website by
scanning the provided QR Code.



NOTICE ID: <<NOTICE ID>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS 1>> <<ADDRESS 2>>

<<CITY>> <<STATE>> <<ZIP>>

**Your claim must be
submitted online or
postmarked by:
[NOTICE + 90 DAYS]**

CLAIM FORM

GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

UNDER THIS SETTLEMENT YOU MAY BE ENTITLED TO A PAYMENT OF AT LEAST \$50

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who resides in the in the United States whose Protected Information was subjected to compromise in the Data Security Incident affecting AllCare Plus Pharmacy LLC on or around June 21, 2022.

Excluded from the Settlement Class are (i) AllCare Plus Pharmacy LLC, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may be eligible to receive benefits including a payment of \$50 or free credit reporting provided by IDX and other relief. Settlement Class Members can submit a Claim Form for: (1) Two years of credit monitoring at no charge; (2) Ordinary Loss Expense Reimbursement of up to a total of \$750 per claimant; (3) Lost Time Reimbursement of \$20 per hour for up to 5 hours (for a total of \$100, subject to the \$750 cap on Ordinary Loss claims and/or the \$5,000 cap on Extraordinary Loss claims); and (4) Extraordinary Losses Reimbursement of up to \$5,000 per claimant. In the alternative to making a claim for (1) – (4) above, Settlement Class Members may elect to receive an Alternative Cash Payment of \$50.

Ordinary Losses: Settlement Class Members may submit a claim for up to \$750.00 in Ordinary Losses. Ordinary Losses must be supported with documentation and include, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; credit monitoring costs; and miscellaneous expenses such as fax, postage, copying, and mileage that were incurred on or after June 21, 2022.

Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, including proven actual monetary losses,

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Mailer]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after June 21, 2022.

Lost Time: Settlement Class Members may submit a claim for up to \$20 per hour for up to five (5) hours for time actually spent responding to issues raised by the Data Security Incident. This is subject to the Ordinary and Extraordinary Losses caps, as applicable. To receive reimbursement for Lost Time, the claimant must include an attestation affirming the time spent and a written description of how the time was spent. This payment shall be included in the per person cap for compensation for Ordinary and Extraordinary Losses, as applicable. Please note, the five (5) hours total for Lost Time may not be submitted twice – i.e., for a claim of Ordinary Losses and a separate claim of Extraordinary Losses.

Credit Monitoring Services. All Settlement Class Members, except those who opt to receive the \$50 Alternative Case Payment, shall be offered an opportunity to enroll in two years of *free* credit monitoring provided through IDX, including at least \$1,000,000 in identity theft protection insurance.

Alternative Cash Payment Claims. In the alternative to claims for Ordinary Losses, Lost Time, Extraordinary Losses, and/or Credit Monitoring (i.e., all of the reimbursement categories defined above), Settlement Class Members can elect a \$50.00 Alternative Cash Payment.

This Claim Form may be submitted electronically *via* the Settlement Website at [INSERT WEBSITE] or completed and mailed, including any supporting documentation to: AllCare Data Security Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

QUESTIONS? VISIT WWW.[INSERT].COM OR CALL TOLL-FREE 1-###-###-####

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



II. ORDINARY LOSSES

- *You must submit supporting documentation demonstrating actual ordinary losses.**

<i>Description of Ordinary Loss Documentation Provided</i>	<i>Amount</i>
TOTAL ORDINARY LOSS AMOUNT CLAIMED:	

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

[illegible]

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Mailer]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



TOTAL EXTRAORDINARY LOSS CLAIMED:	

IV. LOST TIME

- ☐ Check this box if you spent time responding to issues raised by the Data Security Incident. You can submit a claim for reimbursement of \$20 per hour up to 5 hours (for a total of \$100, subject to the \$750 for Ordinary Losses or \$5,000 cap for Unreimbursed Extraordinary Losses). By checking this box, you are attesting that the activities you performed were related to the Security Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours ☐ 5 Hours

***You must provide a written description of how the time was spent related to the Data Security Incident.**

<i>Description of How Lost Time was Spent</i>

V. CREDIT MONITORING SERVICES

- ☐ Check this box if you wish to enroll in credit monitoring services at no cost to you for two years, which includes credit monitoring through IDX and \$1,000,000 in identity theft insurance.

VI. ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you wish to receive an Alternative Cash Payment of \$50. **You cannot receive this payment if you make a claim for any of the benefits included above in Sections II – V (Ordinary Loss, Extraordinary Loss, Lost Time, or Credit Monitoring).**

VI. PAYMENT SELECTION

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

QUESTIONS? VISIT [WWW.\[INSERT\].COM](http://WWW.[INSERT].COM) OR CALL TOLL-FREE 1-###-###-####

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Mailer]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: ____ - ____ - ____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: ____ - ____ - ____ or Email Address: _____

☐ **Virtual Prepaid MasterCard** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VII. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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 Claims Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Submit by Mail:

AllCare Data Security Incident Settlement
c/o Atticus Administration
PO Box 64053 St. Paul, MN 55164

Or

Electronically at:

[INSERT WEBSITE]

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Website]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

UNDER THIS SETTLEMENT YOU MAY BE ENTITLED TO A PAYMENT OF AT LEAST \$50

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who resides in the in the United States whose Protected Information was subjected to compromise in the Data Security Incident affecting AllCare Plus Pharmacy LLC on or around June 21, 2022.

Excluded from the Settlement Class are (i) AllCare Plus Pharmacy LLC, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may be eligible to receive benefits including a payment of \$50 or free credit reporting provided by IDX and other relief. Settlement Class Members can submit a Claim Form for: (1) Two years of credit monitoring at no charge; (2) Ordinary Loss Expense Reimbursement of up to a total of \$750 per claimant; (3) Lost Time Reimbursement of \$20 per hour for up to 5 hours (for a total of \$100, subject to the \$750 cap on Ordinary Loss claims and/or the \$5,000 cap on Extraordinary Loss claims); and (4) Extraordinary Losses Reimbursement of up to \$5,000 per claimant. In the alternative to making a claim for (1) – (4) above, Settlement Class Members may elect to receive an Alternative Cash Payment of \$50.

Ordinary Losses: Settlement Class Members may submit a claim for up to \$750.00 in Ordinary Losses. Ordinary Losses must be supported with documentation and include, without limitation, and by way of example, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; credit monitoring costs; and miscellaneous expenses such as fax, postage, copying, and mileage that were incurred on or after June 21, 2022.

Extraordinary Losses: Settlement Class Members are also eligible to receive reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, including proven actual monetary losses, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Security Incident; and (iii) the loss was incurred after June 21, 2022.

Lost Time: Settlement Class Members may submit a claim for up to \$20 per hour for up to five (5) hours for time actually spent responding to issues raised by the Data Security Incident. This is subject to the Ordinary and Extraordinary Losses caps, as applicable. To receive reimbursement for Lost Time, the claimant must include an attestation affirming the time spent and a written description of how the time was spent. This payment shall be included in the per person cap for compensation for Ordinary and Extraordinary Losses, as applicable. Please note, the five (5) hours total for Lost Time may not be submitted twice – i.e., for a claim of Ordinary Losses and a separate claim of Extraordinary Losses.

QUESTIONS? VISIT [WWW.\[INSERT\].COM](http://WWW.[INSERT].COM) OR CALL TOLL-FREE 1-###-###-####

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Web]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



Credit Monitoring Services. All Settlement Class Members, except those who opt to receive the \$50 Alternative Case Payment, shall be offered an opportunity to enroll in two years of **free** credit monitoring provided through IDX, including at least \$1,000,000 in identity theft protection insurance.

Alternative Cash Payment Claims. In the alternative to claims for Ordinary Losses, Lost Time, Extraordinary Losses, and/or Credit Monitoring (i.e., all of the reimbursement categories defined above), Settlement Class Members can elect a \$50.00 Alternative Cash Payment.

This Claim Form may be submitted electronically *via* the Settlement Website at [INSERT WEBSITE] or completed and mailed, including any supporting documentation to: AllCare Data Security Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID Number, if known

II. ORDINARY LOSSES

☐ Check this box if you are requesting compensation for **Ordinary Losses** up to a total of \$750.

***You must submit supporting documentation demonstrating actual ordinary losses.**

QUESTIONS? VISIT WWW.[INSERT].COM OR CALL TOLL-FREE 1-###-###-####

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Web]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Ordinary Loss Documentation Provided</i>	<i>Amount</i>
TOTAL ORDINARY LOSS AMOUNT CLAIMED:	

III. EXTRAORDINARY LOSSES

☐ Check this box if you are requesting compensation for **Unreimbursed Extraordinary Losses** up to a total of \$5,000.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Description of Extraordinary Loss Documentation Provided</i>	<i>Amount</i>
TOTAL EXTRAORDINARY LOSS CLAIMED:	

IV. LOST TIME

☐ Check this box if you spent time responding to issues raised by the Data Security Incident. You can submit a claim for reimbursement of \$20 per hour up to 5 hours (for a total of \$100, subject to the \$750 for Ordinary Losses or \$5,000 cap for Unreimbursed Extraordinary Losses). By checking this box, you are attesting that the activities you performed were related to the Security Incident.

QUESTIONS? VISIT [WWW.\[INSERT\].COM](http://WWW.[INSERT].COM) OR CALL TOLL-FREE 1-###-###-####

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours ☐ 4 Hours ☐ 5 Hours
***You must provide a written description of how the time was spent related to the Data Security Incident.**

[illegible]

☐ Check this box if you wish to enroll in credit monitoring services at no cost to you for two years, which includes credit monitoring through IDX and \$1,000,000 in identity theft insurance.

☐ Check this box if you wish to receive an Alternative Cash Payment of \$50. **You cannot receive this payment if you make a claim for any of the benefits included above in Sections II – V (Ordinary Loss, Extraordinary Loss, Lost Time, or Credit Monitoring).**

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

☐ **PayPal** - Enter your PayPal email address:

☐ **Venmo** - Enter the mobile number associated with your Venmo account: - -

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: - - or Email Address:

☐ **Virtual Prepaid MasterCard** - Enter your email address:

**Your claim must
be submitted
online or
postmarked by:
[NOTICE + 90 DAYS]**

[Ex. C: CLAIM FORM -Web]

Celeste Brown and Ross Finesmith. v. AllCare Plus Pharmacy LLC
Suffolk County Superior Court
Commonwealth of Massachusetts
CLAIM FORM



☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

VII. ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided 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 Claims Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Submit by Mail:

AllCare Data Security Incident Settlement
c/o Atticus Administration
PO Box 64053 St. Paul, MN 55164

Or

Electronically at:

[INSERT WEBSITE]

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
BUSINESS LITIGATION SESSION
Civil Docket No.: 2484CV02366

CELESTE BROWN and)
ROSS FINESMITH,)
on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
v.)
)
ALLCARE PLUS PHARMACY LLC,)
)
Defendant.)

**[PROPOSED] PRELIMINARY ORDER
APPROVING CLASS ACTION SETTLEMENT AND NOTICE**

Before the Court is Plaintiffs Celeste Brown and Ross Finesmith’s Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Settlement Class Representatives Celeste Brown and Ross Finesmith (the “Class Representatives” or “Plaintiffs”) and AllCare Plus Pharmacy LLC. (“AllCare” and, collectively, the “Parties”), with accompanying exhibits attached thereto, and the entirety of which is attached as **Exhibit 1** to Plaintiffs’ Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

provides for a Settlement Class defined as follows:

All persons residing in the United States whose Protected Information was compromised in the Data Incident affecting AllCare Plus Pharmacy LLC in or around June 21, 2022.

Excluded from the Settlement Class are (i) AllCare; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other 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.

Pursuant to Massachusetts Rule of Civil Procedure 23(d), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure, in that: (a) the class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the class; (c) the claims or defenses of the Class Representatives (as defined below) are typical of the claims or defenses of the Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Class; (e) the questions of law or fact common to the members of the class predominate over any questions affecting only individual members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Settlement Class Representatives Celeste Brown and Ross Finesmith should be appointed as the Settlement Class Representatives. Additionally, the Court finds that Cassandra P. Miller of the law firm Strauss Borrelli PLLC should be appointed as Settlement Class Counsel.

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 23 of the Massachusetts Rules of Civil Procedure.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and, for the purposes of the Settlement of the Action, Plaintiffs, all Class Members, and AllCare. Additionally, venue is proper in the Suffolk County, Superior Court, Business Litigation Session.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202____, at [INSERT TIME, ADDRESS/VIA ZOOM], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for a Service Award should be approved.

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

6. **Settlement Administrator.** The Court appoints Atticus Administration, LLC as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Massachusetts Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

9. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be submitted or postmarked no later than the Opt-Out Deadline, which is no later than ninety (90) days from the Notice Deadline, and as stated in the Notice.

Within fourteen (14) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and AllCare a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Deadline." Any such objections to the

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

Settlement Agreement must be written and must include all of the following: (i) state the objecting Settlement Class Member's full name, current address, telephone number, and email address (if any); (ii) contain the objecting Settlement Class Member's original signature; (iii) set forth information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); (iv) set forth a statement of all grounds for the objection, including any legal support for the objection that the objector believes applicable; (v) identify all counsel representing the objector; (vi) state whether the objector and/or his or her counsel will appear at the Final Approval Hearing, and; (vii) contain the signature of the objector's duly authorized attorney or other duly authorized representative (if any), along with documentation setting forth such representation.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than ninety (90) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Massachusetts Rules of Appellate Procedure and not through a collateral attack.

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

12. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

14. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

[Ex. D: PROPOSED PRELIMINARY APPROVAL ORDER]

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information to Claims Administrator	Within 7 Days of Entry of Preliminary Approval Order
Deadline For Claims Administrator to Begin Sending Short Form Notice (By First Class USPS Mail)	Within 30 Days of Entry of Preliminary Approval Order (the "Notice Commencement Date")
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	At least 90 Days After Notice Deadline
Claims Administrator Provides Parties With List of Timely, Valid Opt-Outs	At least 14 Days After Opt-Out Dates
Claims Deadline	At least 90 Days After Notice Deadline
Motion For Final Approval to Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

Dated

Judge

[Ex. E: PROPOSED FINAL APPROVAL ORDER]

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
BUSINESS LITIGATION SESSION
Civil Docket No.: 2484CV02366

CELESTE BROWN and)
ROSS FINESMITH,)
on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
v.)
)
ALLCARE PLUS PHARMACY LLC,)
)
Defendant.)

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Before the Court is Plaintiffs Celeste Brown and Ross Finesmith's (the "Class Representatives" or "Plaintiffs") Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval").¹ The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiffs' Motion for Attorneys' Fees, Costs, and Expenses to Class Counsel, and Service Award to Plaintiffs ("Motion for Attorneys' Fees").

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys' Fees, and having conducted a Final Fairness Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

¹ All defined terms in this Order Granting Final Approval of Class Action Settlement ("Final Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

WHEREAS, on _____ [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. ____**) which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Class Representatives and appointed Cassandra P. Miller of the law firm Strauss Borrelli PLLC as Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Claims Administrator; and (f) set the date for the Final Fairness Hearing;

WHEREAS, on _____ [DATE], pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Fairness Hearing;

WHEREAS, on _____ [DATE], the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice. Prior to the Final Fairness Hearing, a declaration of compliance with the provisions of the Settlement Agreement and Preliminary Approval Order relating to notice was filed with the Court as required by the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the Final Fairness Hearing in support of or in opposition to the proposed Settlement Agreement, the award of attorneys’ fees,

costs, and expenses to Class Counsel, and the payment of a Service Award to the Class Representatives;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Mass. R. Civ. P. 23(c) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiffs' Class Action Complaint against Defendant for failure to implement or maintain adequate data security measures and safeguards to

protect PII/PHI, which Plaintiffs allege directly and proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement (“Final Order and Judgment”) with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and for purposes of the Settlement Agreement and this Final Order and Judgment only the Court hereby finally certifies the following Settlement Class:

All persons residing in the United States whose Protected Information was subject to compromise in the Data Security Incident affecting AllCare Plus Pharmacy LLC in or around June 21, 2022.

Specifically excluded from the Settlement Class are:

(i) Defendant; (ii) the Related Entities; (iii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iv) any judges assigned to this case and their staff and family; and (v) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm’s length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court’s finding that the Settlement Agreement is fair,

reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Claims Administration as outlined in the Settlement Agreement whereby Settlement Class Members can submit claims that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.
- b. Defendant to pay all costs of Notice and Administrative Expenses including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Settlement Class Counsel and a Service Award to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Mass. R. Civ. P. 23(b) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement,

the rights of Settlement Class Members under the Settlement, the Final Fairness Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award payment to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the notice program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of Mass. R. Civ. P. 23, the United States Constitution, and other applicable law

10. As of the Opt-Out deadline, _____[DATE] potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement.

11. _____[NUMBER] objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Fairness Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Claims Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against AllCare or any Released Persons with respect to the Released Claims.

“Released Claims” means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, or are based upon, the Data Security Incident and/or any compromise of PII/PHI in connection with or resulting from the Data Security Incident, including, but not limited to, negligence, negligence per se, breach of implied contract, breach of fiduciary duty, unjust enrichment, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any

causes of action under 18 U.S.C. §§ 2701 et seq., and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of PII/PHI in the Data Security Incident, and conduct that was alleged or could have been alleged in the Lawsuit, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of PII/PHI (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

"Released Persons" means AllCare Plus Pharmacy LLC, each of the Related Entities, and each of the employees and agents of any of the foregoing and includes, without limitation, any Person related to any such Person or entity who is, was, or could have been named as a defendant in the Lawsuit.

21. The Court grants final approval to the appointment of Plaintiffs as Class Representatives. The Court concludes that the Class Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

22. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to each Class Representative in the amount of \$2,500 as a Service Award. Defendant shall make such payment in accordance with the terms of the Settlement Agreement.

23. The Court grants final approval to the appointment of Cassandra P. Miller of the law firm Strauss Borrelli PLLC as Class Counsel. The Court concludes that Class Counsel has adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's

application for combined attorneys' fees, costs, in the amount of \$185,000. Payment shall be made pursuant to the terms of the Settlement Agreement.

25. This Final Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Order and Judgment.

26. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of Notice and Administrative Expenses, and will 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.

27. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

28. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

29. This Order resolves all claims against all Parties in this action and is a final order.

30. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED this _____ day of _____, 2025.

Judge

Addendum:

The undersigned Parties agree to the [Proposed] Order Granting Unopposed Motion for Final Approval of Class Action Settlement on _____, 202__.

Respectfully submitted,

STRAUSS BORRELLI PLLC

By: /s/ Cassandra P. Miller

Cassandra P. Miller (PRO HAC VICE)

STRAUSS BORRELLI PLLC

980 N Michigan Ave, Suite 1610

Chicago IL, 60611

(872) 263-1100

cmiller@straussborrelli.com

PARONICH LAW P.C.

By: /s/_____

Anthony I. Paronich

350 Lincoln Street, Suite 2400

Hingham, MA 02043

(508) 221-1510

anthony@paronichlaw.com

Counsel for Plaintiffs and Proposed Settlement Class Counsel

SHOOK, HARDY & BACON L.L.P.

By: /s/_____

Patrick Oot (BBO# 651747)

Tammy B. Webb

Emily Pedersen

Adam M. Shoshtari

1800 K Street NW, Suite 1000

Washington, DC 20006

(202) 783-8400

Counsel for AllCare Plus Pharmacy LLC

EXHIBIT 2

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
BUSINESS LITIGATION SESSION
Civil Docket No.: 2484CV02366

CELESTE BROWN and)
ROSS FINESMITH,)
on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
v.)
)
ALLCARE PLUS PHARMACY LLC,)
)
Defendant.)

**DECLARATION OF CASSANDRA P. MILLER IN SUPPORT OF PLAINTIFFS’
UNOPPOSED RENEWED MOTION FOR AN ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT, CONDITIONALLY CERTIFYING SETTLEMENT
CLASSES, APPOINTING CLASS COUNSEL, DIRECTING NOTICE, AND SETTING A
DATE FOR FINAL APPROVAL HEARING**

I, Cassandra P. Miller, hereby declare as follows:

1. I am an attorney at Strauss Borrelli PLLC, counsel of record for Plaintiffs Celeste Brown and Ross Finesmith (together, “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration. I am submitting this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Plaintiffs’ Motion”).
2. The revised Settlement Agreement is attached as **Exhibit 1** to Plaintiffs’ Motion.¹
3. Prior to filing suit, proposed Settlement Class Counsel conducted extensive investigations into the Data Security Incident. Proposed Settlement Class Counsel had to

¹ The parties previously appeared before this Court on February 12, 2025, for a hearing on Plaintiffs’ initial motion for preliminary approval. At that hearing, the Court directed certain modifications to the Settlement Agreement and its exhibits. Exhibit 1 is the resulting revised Settlement Agreement.

understand Defendant AllCare Pharmacy LLC's ("Defendant") business and its relationship with current and former individuals. Plaintiffs' counsel next had to investigate Defendant's response to the Data Security Incident and whether it was sufficiently thorough. Plaintiffs' counsel examined sample data breach notices and related information that Defendant submitted to the various governmental entities. Plaintiffs' counsel analyzed these notices to determine the extent to which they complied with state mandated notice requirements.

4. Recognizing the benefits of early resolution and the risks of protracted litigation, the Parties engaged in settlement negotiations. To facilitate negotiations, the Parties agreed to use experienced mediator, Jill R. Sperber, Esq. of Judicate West Alternative Dispute Resolution. Ms. Sperber has extensive experience in class action mediation generally and data breach mediation in particular. Prior to the mediation, the Parties prepared detailed mediation submissions setting forth their respective views as to the strengths of Plaintiffs' case and Defendant's defenses and Defendant produced informal discovery to proposed Settlement Class Counsel, including information about the cause and scope of the Data Breach and information about the approximate number of individuals affected. This information allowed proposed Settlement Class Counsel to be well-informed prior to engaging in settlement discussions.

5. On May 20, 2024, the Parties attended a full day mediation via Zoom with Ms. Sperber. At all times, the settlement negotiations were highly adversarial, non-collusive, and conducted at arm's length. By the end of the full-day mediation, the Parties reached an agreement in principle after extensive negotiations. Over the ensuing months, the Parties continued negotiating the finer points of the Settlement Agreement, diligently drafting, and finalizing the Settlement, Notice, and Claim Forms, and drafting the motion for preliminary approval for presentment to the Court.

6. Pursuant to the Parties' settlement negotiations, and in light of the information learned, on June 26, 2024, Plaintiffs dismissed their federal court action and refiled in this Court.

7. Subject to Court approval, the Parties have agreed to use Atticus Administration, LLC as the Settlement Administrator.

8. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award with Plaintiffs until after the substantive terms of the Settlement had been agreed upon, other than that Defendant would pay reasonable attorneys' fees, costs, expenses, and a service award to Class Representative as may be agreed to by Defendant and Class Counsel and as ordered by the Court, or, in the event of no agreement, as ordered by the Court. The Service Award is meant to compensate Plaintiffs for their efforts in this Litigation, including maintaining contact with counsel, assisting in the investigation of the case, reviewing pleadings, remaining available for consultation throughout the mediations, answering counsel's many questions, and reviewing the Settlement Agreement.

9. Plaintiffs will seek the Court's approval of the requested attorneys' fees, costs, and service awards prior to the Final Fairness Hearing by way of a separate motion.

10. Proposed Settlement Class Counsel is well-qualified to represent the class. Proposed Settlement Class Counsel has extensive experience in consumer class actions generally, data privacy, and cybersecurity incident cases in particular, and are leaders in the field. The Resume of Settlement Class Counsel is attached as **Exhibit 3** to Plaintiffs' Motion.

11. Based on their experience in handling other class action matters, proposed Settlement Class Counsel believe this Settlement provides fair, reasonable, and adequate relief for the Settlement Class. Proposed Settlement Class Counsel also believe that the benefits of the

Parties' settlement far outweigh the delay and considerable risk of attempting proceeding through a motion to dismiss, class certification, summary judgment, and to trial.

12. Settlement Class Counsel advises that the Class Representatives approve of this Settlement.

13. The Settlement provides for several different types of monetary relief that Settlement Class members can elect to participate in.

14. This Settlement proposes significant, effective Class Member relief, including; (a) up to \$750 for documented ordinary loss expenses for bank fees, telephone charges, credit reports, credit monitoring, or other identity theft insurance products, incurred as a result of the Data Security Incident, (b) reimbursement for documented extraordinary losses, not to exceed \$5,000 per Settlement Class Member, for proven actual monetary losses caused by the Security Incident, (c) up to five (5) hours of lost time spent dealing with the Security Incident (at a rate of \$20 per hour), and (d) Settlement Class Members can elect to enroll in two years of Credit Monitoring Services with at least \$1,000,000 in identity theft insurance. Alternatively, Class Member's may elect to receive \$50.00 per claimant in lieu of the foregoing relief of reimbursed ordinary and extraordinary losses, lost time and credit monitoring.

15. Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlement Benefits to the Class Members. Notice will be provided directly to individual Settlement Class Members via the contact information they provided to Defendant when they obtained medical services from Defendant.

16. Class Members will have 90 days from the Notice Deadline to submit their Claim Form to the Settlement Administrator, either by U.S. mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline. The Settlement

Administrator will send Notice to the Settlement Class via First Class U.S. mail using the addresses in Defendant's possession.

17. The timing of the claims process is structured to provide that Settlement Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object.

18. The proposed Notice will include, in a manner that is understandable to potential class members, information regarding: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 3rd day of March, 2025, at Oak Park, Illinois.

/s/ Cassandra P. Miller
Cassandra P. Miller (*Pro Hac Vice*)

STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago IL, 60611
(872) 263-1100
cmiller@straussborrelli.com

EXHIBIT 3



980 N Michigan Avenue
Suite 1610
Chicago, Illinois 60611
P: 872.263.1110
F: 872.263.1109
straussborrelli.com

Our Firm

Strauss Borrelli PLLC is a premier civil litigation team focused on representing groups of individuals who have been harmed by corporate misconduct. We regularly represent clients in cases involving data misuse, illegal telemarketing, privacy intrusion, unfair employment practices, and defective products. Our efforts have earned us a reputation for achieving success in high-stakes and complex cases across the country.

At every step, we put the interests of our clients first.

We make the courtroom accessible to all.

At Strauss Borrelli, we understand that our legal system is out of reach for most individuals who have suffered at the hands of corporate wrongdoing. Time, money, and expertise act as barriers to judicial action. We confront these obstacles by empowering those affected to take collective action to seek relief.

We innovate and adapt.

As new technologies become available, our team learns and grows to make our processes faster, more effective, and less expensive. We challenge each other to continually evolve to meet the needs of our clients in an ever-changing world.

We know that people are our greatest resource.

Whether it be within our own team or with experts, co-counsel, or clients, we foster collaborative spaces. We know that good ideas can come from anyone, and the best ideas are forged when we work together. Our experiences have shown us that fresh perspectives coupled with legal expertise create smart strategies.

We understand the strength in numbers.

Too often, corporate transgressions go unchallenged. Together, we create a check against large companies' misconduct. By combining individual claims, we hold those who put profit over people accountable and achieve relief for all those injured by wrongdoings ranging from the annoyance of daily telemarketing calls to the devastation of a sudden mass layoff.

We commit to personal connections.

At every stage, we help clients understand the complex issues at hand and empower them to take an active role in their cases. We will always take the time to build relationships with our clients in order to understand what success means to them. In defining and reaching our goals, we advise with compassion and understanding.

Our Cases

CONSUMER PROTECTION

Fowler, et al. v. Wells Fargo Bank, N.A. (N.D. Cal.)

Filed on behalf of consumers who were overcharged fees on FHA mortgages. The case settled on a class-wide basis for \$30,000,000 in 2018, and final approval was granted in January 2019.

Jones, et al. v. Monsanto Company (W.D. Mo.)

Filed on behalf of individuals who purchased mislabeled RoundUp® products. The case settled on a class-wide basis in 2020 for \$39,550,000. Final approval was granted in May 2021 and the case is currently on appeal to the United States Court of Appeals for the Eight Circuit.

Crawford, et al. v. FCA US LLC (E.D. Mich.)

Filed on behalf of consumers who purchased or leased Dodge Ram 1500 and 1500 Classic vehicles equipped with 3.0L EcoDiesel engines between 2013 and 2019. Plaintiffs allege unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of vehicles with allegedly defective EGR coolers. This case is currently pending in the United States District Court for the Eastern District of Michigan.

In re: Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices and Products Liability Litigation (N.D. Cal.)

Filed on behalf of consumers against Fiat Chrysler and Bosch alleging unfair, deceptive, and fraudulent practices in the Defendants' marketing and sale of certain EcoDiesel vehicles. The class contained over 100,000 vehicles, including 2014-2016 model-year Jeep Grand Cherokees and Dodge Ram 1500 trucks that were allegedly outfitted with devices that masked actual emission levels. The case settled on a class-wide basis for \$307,500,000, and final approval was granted in May 2019.

Rolland, et al. v. Spark Energy, LLC (D.N.J.)

Filed on behalf of consumers who were forced to pay considerably more for their electricity than they should otherwise have paid due to Spark Energy's deceptive pricing practices. Plaintiff alleges that Spark Energy engages in a bait-and-switch deceptive marketing scheme luring consumers to switch utility companies by offering lower than local utility rates. These lower rates are fixed for only a limited number of months and then switch to a variable market rate that is significantly

higher than the rates local utilities charge. The case settled on a class-wide basis for \$11,000,000 in 2022, and final approval was granted in December 2022.

Haines v. Washington Trust Bank (Wash. Sup. Ct., King Cty.)

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Washington Trust Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Washington Trust Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in November 2021.

Pryor v. Eastern Bank (Mass. Sup. Ct., Suffolk Cty.)

Strauss Borrelli attorneys represented consumers who were charged \$35 overdraft fees by Eastern Bank on accounts that were never actually overdrawn. Plaintiff filed suit against Eastern Bank for the unfair and unlawful assessment of these overdraft fees. This case settled on a class-wide basis in 2021, and final approval was granted in March 2021.

Benanav, et al. v. Healthy Paws Pet Insurance LLC (W.D. Wash.)

Strauss Borrelli represents consumers who were deceived by Healthy Paws Pet Insurance, an insurance provider that markets and administers pet insurance policies, regarding the true cost of its pet insurance policies. Plaintiffs allege that purchasers of Healthy Paws Pet Insurance's policies found that their policy premiums increased drastically from year to year, at a rate far outpacing the general costs of veterinary medicine, despite Healthy Paws Pet Insurance's representations to the contrary. This case is currently pending in the United States District Court for the Western District of Washington.

DATA BREACH

Walters v. Kimpton Hotel & Restaurant Group, LLP (N.D. Cal.)

Filed on behalf of consumers whose private information and personal identifiable information, including credit and debit card numbers, names, mailing addresses, and other personal information, was compromised and stolen from Kimpton Hotel & Restaurant Group by hackers. The case settled on a class-wide basis in 2018, and final approval was granted in July 2019.

Reetz v. Advocate Aurora Health, Inc. (Wis. Cir. Ct., Milwaukee Cty.)

Filed on behalf of employees of Aurora Advocate Health, the 10th largest not-for-profit integrated health care system in the United States, whose personally identifiable information was breached and stolen through an email phishing campaign beginning in January 2020. Many of these individuals have lost time

and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled in 2023.

Goetz v. Benefit Recovery Specialists, Inc. (Wis. Cir. Ct., Walworth Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from Benefit Recovery Specialists, Inc., a Houston-based billing and collections services firm that provides billing and collection services to healthcare providers across the country. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2022 and final approval was granted in July 2022.

In re BJC Healthcare Data Breach Litigation (Mo. Cir. Ct., St. Louis Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information was compromised and stolen from BJC Healthcare, a major regional health system. Many of these consumers lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case settled on a class-wide basis in 2021 and final approval was granted in September 2022.

Daum, et al. v. K & B Surgical Center, LLC (Cal. Sup. Ct., Los Angeles Cty.)

Strauss Borrelli attorneys represented a class of consumers whose personal health information and protected health information was compromised and stolen from K & B Surgical Center. Many of these consumers have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. The case settled in 2023.

In re: Netgain Technology, LLC, Consumer Data Breach Litigation (D. Minn.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Netgain Technology, LLC beginning in September 2020. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Interim Executive Committee in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the District of Minnesota.

Dusterhoff, et al. v. OneTouchPoint Corp. (E.D. Wisc.)

Filed on behalf of 2.6 million consumers whose personal identifiable information and protected health information was breached and stolen from OneTouchPoint Corp., a mailing and printing services vendor, beginning in April 2022. Strauss

Borrelli partner, Raina Borrelli, serves as a member of the Plaintiffs' Steering Committee in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Eastern District of Wisconsin.

In re Lincare Holdings Inc. Data Breach Litigation (M.D. Fla.)

Filed on behalf of consumers whose personal identifiable information and protected health information was breached and stolen from Lincare Holdings Inc., a medical products and services provider, beginning in September 2021. Strauss Borrelli partner, Raina Borrelli, serves as a member of the Interim Executive Leadership Committee for plaintiffs and the class in this multidistrict litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Middle District of Florida.

Forslund, et al. v. R.R. Donnelley & Sons Company (N.D. Ill.)

Filed on behalf of consumers whose personal identifiable information was breached and stolen from R.R. Donnelley & Sons Company, a Fortune 500 marketing, packaging, and printing company, beginning in November 2021. Strauss Borrelli partner, Raina Borrelli, serves as interim co-lead counsel for plaintiffs and the class in this litigation. Many of the individuals impacted by the breach have lost time and money responding to the data breach and they face an ongoing risk of identity theft, identity fraud, or other harm. This case is currently pending in The United States District Court for the Northern District of Illinois.

DATA PRIVACY

Patterson v. Respondus, Inc., et al. (N.D. Ill.)

Filed on behalf of all persons who took an exam using Respondus' online exam proctoring software, Respondus Monitor, in the state of Illinois. Plaintiffs allege that Respondus collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. This case is currently pending in the United States District Court for the Northern District of Illinois.

Powell v. DePaul University (N.D. Ill.)

Strauss Borrelli attorneys represented a class of DePaul University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric

information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that DePaul University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

Fee v. Illinois Institute of Technology (N.D. Ill.)

Strauss Borrelli attorneys represented a class of Illinois Institute of Technology students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that Illinois Institute of Technology collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

Harvey v. Resurrection University (N.D. Ill.)

Strauss Borrelli attorneys represented a class of Resurrection University students located in the state of Illinois who were required to take exams using Respondus Monitor, which collects, uses, and discloses students' biometric identifiers and biometric information in violation of Illinois' Biometric Information Privacy Act. Plaintiff alleged that Resurrection University collects students' biometric identifiers and biometric information without written consent and without legally compliant written public policies. This case settled in 2023.

RIGHT OF PUBLICITY

Abraham, et al. v. PeopleConnect, Inc., et al. (N.D. California)

Filed on behalf of California residents against PeopleConnect alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that PeopleConnect violates these legal rights by using California residents' names and childhood photographs in advertisements promoting paid subscriptions to its website, classmates.com. The case is pending in the United States District Court for the Northern District of California.

Boshears, et al. v. PeopleConnect, Inc., et al. (W.D. Wash.)

Filed on behalf of Indiana residents against PeopleConnect alleging violations of Indiana's Right of Publicity Statute and Indiana's common law prohibiting misappropriation of a name or likeness. Plaintiffs allege that PeopleConnect violates these legal rights by using Indiana residents' personalities, including their names and childhood photographs, in advertisements promoting paid

subscriptions to its website, classmates.com. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Loendorf v. PeopleConnect, Inc., et al. (N.D. Ill.)

Mackey v. PeopleConnect, Inc., et al. (N.D. Ill.)

Both actions were filed on behalf of Illinois residents against PeopleConnect alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that PeopleConnect violates these legal rights by using Illinois residents' names, personas, and personal information in advertisements promoting paid subscriptions to its website, classmates.com, and unlawfully profiting from it. The cases are pending in the United States District Court for the Northern District of Illinois.

Sessa, et al. v. Ancestry.com Operations Inc., et al. (D. Nev.)

Filed on behalf of Nevada residents against Ancestry.com alleging violations of Nevada's right to publicity statute, Nevada law prohibiting deceptive trade practice, Nevada common law protection against Intrusion upon Seclusion, and Nevada Unjust Enrichment law. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Nevada residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the District of Nevada.

Braundmeier v. Ancestry.com Operations, Inc., et al. (N.D. Ill.)

Filed on behalf of Illinois residents against Ancestry.com alleging violations of Illinois' Right of Publicity Act and Illinois common law prohibiting unjust enrichment. Plaintiffs allege that Ancestry.com violates these legal rights by knowingly misappropriating the photographs, likenesses, names, and identities of Illinois residents for the commercial purpose of selling access to and advertising them in Ancestry.com products and services without their prior consent. The case is pending in the United States District Court for the Northern District of Illinois.

Spindler v. Seamless Contacts Inc. (N.D. Cal.)

Filed on behalf of California residents against Seamless Contacts Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Seamless Contacts violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, seamless.ai. The case is pending in the United States District Court for the Northern District of California.

Martinez v. ZoomInfo Technologies Inc. (W.D. Wash.)

Filed on behalf of California residents against ZoomInfo Technologies Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that ZoomInfo Technologies violates these legal rights by using California residents' names and person information in advertisements promoting paid subscriptions to its website, zoominfo.com, as well as selling access to their names and personal information as part of its products. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Gbeintor v. DemandBase, Inc., et al. (N.D. Cal.)

Filed on behalf of California residents against DemandBase, Inc. and InsideView Technologies, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that DemandBase and InsideView Technologies violate these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website, insideview.com, without their consent. The case is currently on appeal before the United States Court of Appeals for the Ninth Circuit.

Kellman, et al. v. Spokeo, Inc. (N.D. Cal.)

Filed on behalf of California residents against Spokeo, Inc. alleging violations of California law that recognizes the intellectual property and privacy rights of individuals to control the commercial use of their names and likenesses. Plaintiffs allege that Spokeo violates these legal rights by using California residents' names, likenesses, photographs, and personas in advertisements promoting paid subscriptions to its website without their consent. The case is pending in the United States District Court for the Northern District of California.

TELEPHONE CONSUMER PROTECTION ACT

Evans v. American Power & Gas, LLC, et al. (S.D. Ohio)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. The case settled on a class-wide basis for \$6,000,000, and final approval was granted in May 2019.

Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh (D. Mass.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$14,000,000 in 2020. Final approval was granted in October 2021 and the case is currently on appeal to the United States Court of Appeals for the First Circuit.

Baldwin, et al. v. Miracle-Ear, Inc., et al. (D. Minn.)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* The case settled on a class-wide basis for \$8,000,000 in 2021 and final approval was granted in October 2022.

Goodell, et al. v. Van Tuyl Group, LLC (D. Az.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Doup v. Van Tuyl Group, LLC (N.D. Tex.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Dickson v. Direct Energy, LP, et al. (N.D. Ohio)

Filed on behalf of consumers who received automated or prerecorded telemarketing telephone calls on their cellular telephones without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Northern District of Ohio.

Learned, et al. v. McClatchy Company, LLC (E.D. Cal.)

Filed on behalf of consumers who received solicitation telephone calls on their cellular and residential telephones that were listed on the National Do-Not-Call Registry and/or who requested Defendant stop calling them, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case settled in 2023.

Rogers, et al. v. Assurance IQ, LLC, et al. (W.D. Wash.)

Filed on behalf of consumers who received automated solicitation telephone calls on their cellular and residential telephones, some that were listed on the National Do-Not-Call Registry, without their prior express consent within the meaning of the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* This case is currently pending in the United States District Court for the Western District of Washington.

Our Professionals

SAMUEL J. STRAUSS

Samuel J. Strauss is a founding member of Strauss Borrelli PLLC. Mr. Strauss concentrates his practice in class action litigation with an emphasis on consumer protection and privacy issues. Mr. Strauss has a national practice and appears in federal courts across the country. Over the course of his career, Mr. Strauss has represented plaintiffs in cases which have resulted in the recovery of hundreds of millions of dollars for consumers.

Mr. Strauss received his J.D. with honors from the University of Washington School of Law in 2013. Prior to forming Strauss Borrelli in 2024, Mr. Strauss was a founding member of Turke & Strauss in 2016, in Madison, Wisconsin, where he successfully prosecuted complex class actions in federal and state courts.

Mr. Strauss is a member of bars of the states of Washington, Wisconsin, and Illinois and has been admitted to practice in the United States District Court for the Western District of Washington, United States District Court for the Eastern District of Washington, United States District Court for the Western District of Wisconsin, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Northern District of Illinois, the United States District Court for the Eastern District of Michigan, and the United States Court of Appeals for the Ninth Circuit.

In recent years, Mr. Strauss has been actively involved in a number of complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Joyner v. Behavioral Health Network, Inc.*, No. 2079CV00629 (Mass. Sup. Ct., Hampden Cty.)
- *In re BJC Healthcare Data Breach Litigation*, No. 2022-CC09492 (Mo. Cir. Ct., St. Louis City)
- *Baldwin, et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.)

- *Pryor v. Eastern Bank*, No. 1984CV03467-BLS1 (Mass. Sup. Ct., Suffolk Cty.)
- *Murray v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 19-cv-12608 (D. Mass.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Weister v. Vantage Point AI, LLC*, No. 21-cv-01250 (M.D. Fla.).
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Patterson v. Respondus, Inc.*, No. 20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus, Inc.*, No. 21-cv-01785 (N.D. Ill.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Crawford v. FCA US LLC*, No. 20-cv-12341 (E.D. Mich.)
- *Klaehn, et al. v. Cali Bamboo, LLC*, No. 19-cv-01498 (S.D. Cal.)
- *Jones v. Monsanto Company*, No. 19-cv-00102 (W.D. Mo.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Rolland v. Spark Energy, LLC*, Case. No. 17-cv-02680 (D.N.J.)
- *Evans v. American Power & Gas, LLC*, No. 17-cv-00515 (S.D. Ohio)
- *Fowler v. Wells Fargo Bank, N.A.*, No. 17-cv-02092 (N.D. Cal.)
- *Wilkins v. HSBC Bank Nevada, N.A., et al.*, No. 14-cv-00190 (N.D. Ill.)
- *Ott v. Mortgage Investors Corporation*, No. 14-cv-00645 (D. Or)
- *Booth v. AppStack, et al.*, No. 13-cv-01533 (W.D. Wash.)
- *Melito v. American Eagle Outfitters, Inc.*, No. 14-cv-02440-VEC (S.D.N.Y.)
- *Spencer v. FedEx Ground Package System, Inc.*, No. 14-2-30110-3 SEA (Wa. Sup. Ct., King Cty.)

RAINA C. BORRELLI

Raina C. Borrelli is a founding member of Strauss Borrelli PLLC. Ms. Borrelli's practice focuses on complex class action litigation, including data privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Ms. Borrelli has served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation. Additionally, Ms. Borrelli has substantial experience leading discovery teams in these complex class action matters, as well as in working with class damages experts and class damages models in consumer protection cases.

Ms. Borrelli received her J.D. *magna cum laude* from the University of Minnesota Law School in 2011. Prior to founding Strauss Borrelli, Ms. Borrelli was a partner at Gustafson Gluek, where she successfully prosecuted complex class actions in federal and state courts. Ms. Borrelli is an active member of the Minnesota Women's Lawyers and the Federal Bar Association, where she has assisted in the representation of *pro se* litigants through the *Pro Se* Project. Ms. Borrelli has repeatedly been named to the annual Minnesota "Rising Star" Super Lawyers list (2014-2021) by SuperLawyers Magazine. She has also been repeatedly certified as a North Star Lawyer by the Minnesota State Bar Association (2012-2015; 2018-2020) for providing a minimum of 50 hours of pro bono legal services.

Ms. Borrelli is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the Eastern District of Wisconsin, the United States District Court for the Eastern District of Michigan, the United States District Court for the Northern District of Illinois, and the United States Court of Appeals for the Tenth Circuit.

In recent years, Ms. Borrelli has been appointed to leadership positions in a number of data privacy cases, including *In re Netgain Technology, LLC Consumer Data Breach Litigation*, No. 21-cv-01210 (D. Minn.) (Interim Executive Committee); *Dusterhoff, et al. v. OneTouchPoint Corp.*, No. 2:22-cv-00882 (E.D. Wisc.) (Plaintiffs' Steering Committee); *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.) (Interim Executive Leadership Committee); *Forslund v. R.R. Donnelley & Sons Company*, No. 1:22-cv-04260 (N.D. Ill.) (interim co-lead counsel); *Medina v. PracticeMax Incorporated*, No. 2:22-cv-0126 (D. Az.) (Executive Leadership Committee); *In re C.R. England, Inc. Data Breach Litig.*, No. 2:22-cv-00374 (interim co-lead counsel); *Doe, et al. v. Knox College, Inc.*, No. 4:23-cv-04012 (C.D. Ill.) (co-lead counsel); and *In re OakBend Medical Center Data*

Breach Litigation, No. 4:22-cv-03740 (S.D. Tex.) (interim co-lead counsel). Ms. Borrelli has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Daum, et al. v. K & B Surgical Center, LLC*, No. 21STCV41347 (Cal. Sup. Ct., Los Angeles Cty.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Benedetto, et al. v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Reese v. Teen Challenge Training Center, Inc.*, No. 00093 (C.C.P. Phila.)
- *Lhota v. Michigan Avenue Immediate Care, S.C.*, No. 2022CH06616 (Ill. Cir. Ct., Cook Cty.)
- *Johnson, et al. v. Yuma Regional Medical Center*, No. 2:22-cv-01061 (D. Az.)
- *Baldwin v. Miracle-Ear, Inc.*, No. 20-cv-01502 (D. Minn.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Goodell v. Van Tuyl Group, LLC*, No. 20-cv-01657 (D. Az.)
- *Learned, et al. v. McClatchy Company LLC*, No. 2:21-cv-01960 (E.D. Cal.)
- *Lang v. Colonial Penn Life Insurance Company*, No. 21-cv-00165 (N.D. Fla.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Brown v. Coty, Inc.*, No. 1:22-cv-02696 (S.D.N.Y.)
- *Benanav v. Healthy Paws Pet Insurance LLC*, No. 2:20-cv-00421 (W.D. Wash.)
- *Spindler, et al. v. General Motors LLC*, No. 3:21-cv-09311 (N.D. Cal.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *Patterson v. Respondus, Inc.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Powell v. DePaul University*, No. 1:21-cv-03001 (N.D. Ill.)
- *Fee v. Illinois Institute of Technology*, No. 1:21-cv-02512 (N.D. Ill.)

- *Harvey v. Resurrection University*, No. 1:21-cv-03203 (N.D. Ill.)
- *In re FCA Monostable Gearshifts Litig.*, No. 16-md-02744 (E.D. Mich.)
- *Zeiger v. WellPet LLC*, No. 17-cv-04056 (N.D. Cal.)
- *Wyoming v. Procter & Gamble*, No. 15-cv-2101 (D. Minn.)
- *In re Big Heart Pet Brands Litig.*, No. 18-cv-00861 (N.D. Cal.)
- *Sullivan v. Fluidmaster*, No. 14-cv-05696 (N.D. Ill.)
- *Rice v. Electrolux Home Prod., Inc.*, No. 15-cv-00371 (M.D. Pa.)
- *Gorczynski v. Electrolux Home Products, Inc.*, No. 18-cv-10661 (D.N.J.)
- *Reitman v. Champion Petfoods*, No. 18-cv-1736 (C.D. Cal.)
- *Reynolds, et al., v. FCA US, LLC*, No. 19-cv-11745 (E.D. Mich.).

CASSANDRA MILLER

Cassandra Miller is a partner at Strauss Borrelli PLLC whose practice focuses on complex class action litigation, including consumer protection, privacy, data breaches, and product liability. Ms. Miller is adept at navigating the intricate legal landscapes of both state and federal courts across the nation. Additionally, Ms. Miller has substantial experience leading teams in these complex class action matters.

Ms. Miller received her J.D. *magna cum laude* from the University of Illinois Chicago School of Law in 2006. Prior to joining Strauss Borrelli, Ms. Miller was a managing partner at Edelman Combs Lattuner & Goodwin, LLC. There, Ms. Miller handled a wide range of consumer protection claims under key statutes such as the Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), Uniform Commercial Code (UCC), Telephone Consumer Protection Act (TCPA), and Truth in Lending Act (TILA), as well as the Illinois Consumer Fraud and Deceptive Practices Act (ICFA), alongside related state and federal consumer statutes.

Ms. Miller is a member of the Illinois State Bar Association and has been admitted to practice in the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the Southern District of Indiana, the United States District Court for the Northern District of Indiana, and the United States Court of Appeals for the Seventh Circuit.

Ms. Miller has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Pietras v. Sentry*, 513 F. Supp. 2d 983 (N.D. Ill. 2007)
- *Hernandez v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 16054 (N.D. Ill. 2007)
- *Balogun v. Midland Credit Mgmt.*, 2007 U.S. Dist. LEXIS 74845 (S.D. Ind. 2007)
- *Miller v. Midland Credit Mgmt.*, 2009 U.S. Dist. LEXIS 18518 (N.D. Ill. 2009)
- *American Family Mutual Ins. Co. V. CMA Mortgage, Inc.*, 2008 U.S. Dist. LEXIS 30233 (S.D. Ind. 2008)
- *Herkert v. MRC Receivables Corp.*, 254 F.R.D. 344 (N.D. Ill. 2008)
- *Walker v. Calusa Investments, LLC*, 244 F.R.D. 502 (S.D. Ind. 2007)
- *Frydman v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)
- *Webb v. Midland Credit Mgmt.*, 2012 U.S. Dist. LEXIS 80006 (N.D. Ill. May 31,

2012)

- *Tabiti v. LVNV Funding, LLC*, 2017 U.S. Dist. LEXIS 5932 (N.D. Ill. Jan. 17, 2017), reconsideration denied, 2017 U.S. Dist. LEXIS 238583 (N.D. Ill., May 16, 2017)
- *Wheeler v. Midland Funding LLC*, 2020 U.S. Dist. LEXIS 52409 (N.D. Ill. July 31, 2017)
- *Magee v. Portfolio Recovery Assocs.*, 2016 U.S. Dist. LEXIS 61389 (N.D. Ill. May 9, 2016), reconsideration denied, 2016 U.S. Dist. LEXIS 123573 (N.D. Ill. Sept. 13, 2016)

BRITTANY RESCH

Brittany Resch is a partner at Strauss Borrelli PLLC. Ms. Resch's practice focuses on complex class action litigation, including data breach, privacy, Telephone Consumer Protection Act ("TCPA"), false advertising, and consumer protection cases in both state and federal courts around the country. Since 2022, Ms. Resch has served as an adjunct professor at the University of Minnesota Law School teaching a seminar on e-Discovery.

Ms. Resch received her J.D. from the University of Minnesota Law School in 2015, after which she clerked for the Honorable Richard H. Kyle, Senior United States District Judge for the District of Minnesota. Prior to joining Strauss Borrelli PLLC, Ms. Resch was an associate at Gustafson Gluek, where she prosecuted complex antitrust, consumer protection, and civil rights class actions in federal and state courts. Ms. Resch was named one of the Attorneys of the Year in 2019 by Minnesota Lawyer for her work representing a pro se litigant in federal court through the Pro Se Project. Ms. Resch was also named a Rising Star in 2020 and 2021 and a 2021 Up & Coming Attorney by Minnesota Lawyer.

Ms. Resch has been an active member in the Federal Bar Association for a decade, holding various leadership and committee positions. Ms. Resch also assists in the representation of pro se litigants through the District of Minnesota Federal Bar Association's Pro Se Project. Ms. Resch is also an active member of Minnesota Women Lawyers. Ms. Resch has also been certified as a North Star Lawyer by the Minnesota State Bar Association for providing a minimum of 50 hours of pro bono legal services (2023, 2021, 2020, 2019).

Ms. Resch is a member of the Minnesota State Bar Association and has been admitted to practice in the United States District Court for the District of Minnesota and the United States District Court for the Northern District of Illinois.

Ms. Resch recently has significant experience in data privacy litigation and is currently litigating more than fifty data breach cases in courts around the country as counsel on behalf of millions of data breach victims, including *McKittrick v. Allwell Behavioral Health Services*, Case No. CH-2022-0174 (Muskingum County, Ohio) (appointed class counsel for settlement purposes); *Hall v. Centerspace, LP*, Case No. 22-cv-2028 (D. Minn.); *Morrison v. Entrust Corp., et al.*, Case No. 23-cv-415 (D. Minn.); *Batchelor v. MacMillan, et al.*, Case No. 157072/2023 (New York County, NY); *Tribbia, et al., v. Hanchett Paper Company*, Case No. 2022 CH 3677 (Cook County, IL); *Benedetto v. Southeastern Pennsylvania Transportation*

Authority, No. 210201425 (C.C.P. Phila.); *Corra, et al. v. ACTS Retirement Services, Inc.*, No. 2:22-cv-02917 (E.D. Pa.); *Lamie, et al. v. LendingTree, LLC*, No. 3:22-cv-00307 (W.D.N.C); and *In re Lincare Holdings Inc. Data Breach Litigation*, No. 8:22-cv-01472 (M.D. Fl.). Additionally, in recent years, Ms. Resch has been substantially involved in a number of complex class action matters in state and federal courts including:

- *Emmrich v. General Motors LLC*, No. 21-cv-05990 (N.D. Ill.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *DeBose v. Dun & Bradstreet Holdings, Inc.*, No. 2:22-cv-00209 (D.N.J.)
- *Gbeintor, et al. v. DemandBase, Inc., et al.*, No. 3:21-cv-09470 (N.D. Cal.)
- *Kellman, et al. v. Spokeo, Inc.*, No. 3:21-cv-08976 (N.D. Cal.)
- *Kis v. Cognism Inc.*, No. 4:22-cv-05322 (N.D. Cal.)
- *Benanav, et al. v. Healthy Paws Pet Insurance, LLC*, No. 2:20-cv-00421-RSM (W.D. Wash.)
- *Martinez v. ZoomInfo Technologies Inc.*, No. 21-cv-05725 (W.D. Wash.)
- *Abraham, et al. v. PeopleConnect, Inc.*, No. 3:20-cv-09203 (N.D. Cal.)
- *Boshears v. PeopleConnect, Inc.*, No. 21-cv-01222 (W.D. Wash.)
- *Mackey v. PeopleConnect, Inc.*, No. 1:22-cv-00342 (N.D. Ill.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Braundmeier v. Ancestry.com Operations, Inc.*, No. 1:20-cv-07390 (N.D. Ill.)
- *Spindler v. Seamless Contacts Inc.*, No. 4:22-cv-00787 (N.D. Cal.)
- *Uhhariet v. MyLife.com, Inc.*, No. 21-cv-08229 (N.D. Cal.)
- *Patterson v. Respondus University, et al.*, No. 1:20-cv-07692 (N.D. Ill.)
- *Bridges v. Respondus University, et al.*, No. 1:21-cv-01785 (N.D. Ill.)
- *In re Broiler Chicken Antitrust Litigation*, No. 16-cv-08637 (N.D. Ill.)
- *In re Pork Antitrust Litigation*, No. 21-md-02998 (D. Minn.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (JRT/KMM) (D. Minn.)
- *In re Asacol Antitrust Litigation*, No. 15-cv-12730 (D. Mass.)

ALEX S. PHILLIPS

Alex Phillips is a partner at Strauss Borrelli PLLC. Mr. Phillips concentrates his practice in complex class action litigation and commercial litigation. He has represented both plaintiffs and defendants in high stakes litigation. Mr. Phillips has successfully obtained trial verdicts on behalf of his clients as well as negotiated numerous high-value settlements.

Mr. Phillips received his J.D. from the University of Wisconsin School of Law in 2017 and has been an active member of the Wisconsin State Bar as well as the Dane, Jefferson, and Dodge County Bar Associations.

In recent years, Mr. Phillips has been involved in a number of complex class action matters in state and federal courts including:

- *Benedetto v. Southeastern Pennsylvania Transportation Authority*, No. 210201425 (C.C.P. Phila.)
- *Grogan v. McGrath RentCorp*, No. 3:22-cv-00490 (N.D. Cal.)
- *Koeller, et al. v. Numrich Gun Parts Corporation*, No. 1:22-cv-00675 (S.D.N.Y.)
- *Mayhood v. Wilkins Recreational Vehicles, Inc.*, No. E2022-0701 (N.Y. Sup. Ct., Steuben Cty.)
- *Perkins v. WelldyneRx, LLC*, No. 8:22-cv-02051 (M.D. Fla.)
- *Batis v. Dun & Bradstreet Holdings, Inc.*, No. 3:22-cv-09124 (N.D. Cal.)
- *Sessa v. Ancestry.com Operations Inc., et al.*, No. 2:20-cv-02292 (D. Nev.)
- *Ambramson v. First American Home Warranty Corporation*, No. 2:22-cv-01003 (W.D. Pa.)
- *DeVivo v. Sovereign Lending Group Incorporated*, No. 3:22-cv-05254 (W.D. Wash.)
- *Murray, et al. v. Grocery Delivery E-Services USA Inc. d/b/a Hello Fresh*, No. 1:19-cv-12608 (D. Mass.)
- *Spindler v. General Motors LLC*, No. 21-cv-09311 (N.D. Cal.)
- *Kellman v. Spokeo, Inc.*, No. 21-cv-08976 (N.D. Cal.)
- *Reetz v. Advocate Aurora Health, Inc.*, No. 20CV2361 (Wis. Cir. Ct., Branch 22, Milwaukee Cty.)
- *Goetz v. Benefit Recovery Specialists, Inc.*, No. 2020CV000550 (Wis. Cir. Ct., Walworth Cty.)
- *Hudock v. LG Electronics USA, Inc.*, No. 16-cv-1220 (D. Minn.)
- *Dickson v. Direct Energy, LP, et al.*, No. 18-cv-00182 (N.D. Ohio)
- *Benanav. v. Healthy Paws Pet Insurance, LLC*, No. 20-cv-00421 (W.D. Wash.)
- *Klaehn, et al. v. Cali Bamboo, LLC, et al.*, No. 19-cv-01498 (S.D. Cal.)