

EXHIBIT 1

CAUSE NO. DC-2024-0569

DAWN RICE, individually, and on behalf of all others similarly situated, Plaintiff, v. FALCON HEALTHCARE, INC. d/b/a INTERIM HEALTHCARE OF LUBBOCK TEXAS, Defendant.	IN THE DISTRICT COURT LUBBOCK COUNTY, TEXAS 99TH JUDICIAL CIRCUIT
---	---

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is made and entered into between Plaintiff, on behalf of herself, and on behalf of the Settlement Class Members, and Defendant, as of the date last signed below.

I. Background

1. On May 1, 2024, Plaintiff filed the Action in this Court against Defendant alleging claims for negligence, negligence per se, breach of implied contact, breach of fiduciary duty, and unjust enrichment, and seeking to recover damages on behalf of a national class of people impacted in the Data Incident.

2. Defendant denies Plaintiff' claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment.

3. Shortly after the filing of the Action, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator and former federal magistrate, Diane Welsh. In advance of the mediation, Plaintiff propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things,

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

the nature and cause of the Data Incident, the number and geographic location of victims impacted, and the specific type of Private Information involved in the Data Incident. The Parties also exchanged mediation statements in advance of the mediation.

4. The Parties mediated on April 25, 2025, in Washington, D.C. with Diane Welsh. Following a day of mediation, the Parties reached an agreement on the material terms of a classwide settlement.

5. On September 4, 2025, the Parties advised the Court they had reached a settlement in principle and requested the Court stay all deadlines pending Final Approval of the Settlement.

6. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and

all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is hereby stipulated and agreed by and among the Plaintiff, on behalf of herself and the Settlement Class Members, and Defendant, by and through their respective counsel, as follows.

II. Definitions

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

7. **“Action”** means the class action lawsuit entitled: *Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas.*, Cause No. DC-2024-DC-0569, Lubbock County, Texas.

8. **“Agreement”** or **“Settlement”** or **“Settlement Agreement”** means this Settlement Agreement entered into by the Plaintiff and the Defendant, including all exhibits.

9. **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

10. **“Authorized Claimant”** means a Settlement Class Member who submits a Claim to the Settlement Administrator that is approved by the Court for payment from the Net Settlement Fund.

11. **“Cash Payment”** means compensation paid to Settlement Class Members who submitted a Claim and elected either Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash.

12. **“Cash Payment A – Documented Losses”** means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class members, who

incurred documented losses, may elect pursuant to Section V herein.

13. “**Cash Payment B – Alternative Cash**” means the Settlement Class Member Benefit consisting of a *pro rata* share of the Settlement Fund as described in Section V herein; provided, however, that the maximum payment that may be made to any Settlement Class Member who elects Cash Payment B – Alternative Cash is \$250.00. The current estimated value of this benefit is approximately \$100.00.

14. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

15. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

16. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment or Medical Data Monitoring.

17. “**Claimant**” means an individual who submits a Claim Form.

18. “**Claims Process**” means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

19. “**Class Counsel**” means Jeff Ostrow of Kopelowitz Ostrow P.A., David Lietz of Milberg Coleman Bryson Phillips & Grossman PLLC, and Joe Kendall of Kendall Law Group, PLLC.

20. “**Class List**” means a list of Settlement Class members’ names, postal addresses

and email addresses (to the extent reasonably available) that Defendant shall prepare and provide to the Settlement Administrator within 15 days of Preliminary Approval.

21. “**Class Representative**” mean the Plaintiff.

22. “**Complaint**” means the Complaint filed by Plaintiff on May 1, 2024.

23. “**Court**” means the District Court for Lubbock County, Texas and the Judge(s) assigned to the Action.

24. “**Data Incident**” means the cybersecurity incident that took place between April 29, 2022, and July 3, 2022, which resulted in the unauthorized access to or acquisition of information, including but not limited to the Settlement Class Members’ Private Information

25. “**Defendant**” means Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock Texas.

26. “**Defendant’s Counsel**” means Wynter L. Deagle of Sheppard, Mullin, Richter & Hampton LLP.

27. “**Effective Date**” means the last to occur of the following: (a) the 61st days after entry of the Final Approval Order and Judgment if no appeals, writs, or reviews are sought from the Final Approval Order and Judgment; or (b) if appeals, writs, or reviews are sought from the Final Approval Order and Judgment, then thirty 30 days after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

28. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, distributed to Settlement Class members for which email

addresses are provided by Defendant.

29. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

30. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

31. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

32. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement on substantially the same terms as provided herein or as may be modified by subsequent agreement of the Parties or order of the Court. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

33. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

34. “**Medical Data Monitoring**” means the two years with one bureau of medical data monitoring that Settlement Class members may elect to receive pursuant to Section V herein.

35. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

36. **“Motion for Preliminary Approval”** means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

37. **“Notice”** means the Email Notice, Postcard Notice, and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

38. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice.

39. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

40. **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than 60 calendar days after the earliest day on which the Notice is first distributed..

41. **“Opt-Out Deadline ”** means 45 calendar days after the earliest day on which the Notice is first distributed.

42. **“Party”** means Plaintiff and Defendant, and **“Parties”** means Plaintiff and Defendant, collectively.

43. **“Plaintiff”** means Dawn Rice, the plaintiff in this Action.

44. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 2* that the Settlement Administrator shall disseminate to Settlement Class members by mail.

45. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

46. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

47. **“Private Information”** means the following information collected and/or maintained by Defendant: names, addresses, Social Security numbers, dates of birth, driver’s license numbers, health insurance information, and medical information, including diagnosis, lab results, medications, and other information.

48. **“Releases”** means the releases and waiver set forth in Section XIII of this Agreement.

49. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, debts, demands, actions, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, that were asserted or that reasonably could have been asserted based on the factual allegations pled in the Complaint in the Action, arising out of or relating to the Data Incident, and/or arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint.

50. **“Released Parties”** means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, representatives, servants, employees,

partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

51. **“Releasing Parties”** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

52. **“Service Award”** means the payment the Court may award the Plaintiff for serving as the Class Representative, which is in addition to any Settlement Class Member Benefit due to Plaintiff as a Settlement Class Member.

53. **“Settlement Administrator”** means the third-party appointed by the Court to provide the Notice to the Class Members as set forth in the Notice and perform all duties relating to the administration of the Settlement as described in this Agreement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

54. **“Settlement Administration Costs”** means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

55. **“Settlement Amount”** shall have the meaning set forth in paragraph 69.

56. **“Settlement Class”** means all living individuals who whose Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendant; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

57. **“Settlement Class Member”** means any member of the Settlement Class, who has not opted-out of the Settlement.

58. **“Settlement Class Member Benefit”** means the Cash Payment and/or Medical Monitoring that Settlement Class members may elect to Claim pursuant to Section V herein.

59. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted.

60. **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim,

including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

61. The Parties agree to settle this Action for Eight Hundred Thousand Dollars (\$800,000) ("the Settlement Amount"). The Settlement Amount is the maximum amount that will be paid by the Defendant and includes all Cash Payments, Medical Monitoring, Settlement Class Member Benefits, attorneys' fees of Class Counsel, costs and expenses, the Service Award to the Class Representative, and all Settlement Administration Costs.

62. Within 10 days following Preliminary Approval, Defendant shall fund or cause to fund the Settlement Amount to the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, Cash Payments, and Medical Data Monitoring. It is understood that the Settlement Administrator, under Class Counsel's supervision shall, subject to Court approval, be solely responsible for allocating and paying pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, Cash Payments, and Medical Data Monitoring. Defendant shall have no liability or responsibility for any such allocations or for any payments, fees, or costs under the Settlement aside from funding the Settlement Amount. Such allocation and payments shall not affect the finality of the Settlement. Under no circumstances shall Defendant be required to pay any amounts in furtherance of this Agreement and its administration other than the funding of the Settlement Amount.

63. The funds in the Escrow Account shall be deemed a "qualified settlement fund"

within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendant, Defendant's Counsel, Plaintiff, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiff, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiff, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Class Member Benefits

64. When submitting a Claim, Settlement Class members may choose Cash Payment A – Documented Losses or Cash Payment B – Alternative Cash. Additionally, Settlement Class Members may elect to receive Medical Data Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving any Settlement Class Member Benefits.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting

losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted into a Cash B- Alternative Cash Claim.

b. Cash Payment B – Alternative Cash Payment

As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect Cash Payment B – Alternative Cash, which is a cash payment currently estimated at approximately \$100.00. The maximum payment that any Settlement Class Member pay receive for Cash Payment B – Alternative Cash is \$250.00. Supporting documentation is not required for Cash Payment B.

c. Medical Data Monitoring

In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of Cyex Medical Shield Medical Data Monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft. Medical Data Monitoring has an estimated value of \$900.00 per year per Settlement Class Member.

65. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments for Cash Payment B – Alternative Cash will be subject to a *pro rata* increase, up to a maximum amount of \$250.00, in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement

Fund. In the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of all Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Service Awards; (2) Attorneys' Fees and Costs; (3) Medical Data Monitoring; and (4) Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

66. **Additional Information Concerning Security Measures** - Prior to Final Approval, Defendant will provide Class Counsel with a list of additional security measures, if any, that it implemented following the Data Incident which will indicate an estimate of the amount of money the Defendant has incurred or will incur in connection with the implemented measures. The costs of these security measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount.

V. Settlement Approval

67. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

68. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the Settlement as set forth in this Agreement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class

Members to object to the Settlement; (6) Order Defendant to provide the Class List to the Settlement Administrator with the for the sole purpose of providing notice of the Settlement to the Settlement Class on behalf of Class Counsel, recognizing that the Class List will contain patient names, email addresses, and U.S. mailing addresses and reference the fact that a Settlement Class Member is or was a patient of Defendant; (7) appoint the Plaintiff as the Class Representative and Jeff Ostrow, David Lietz, and Joe Kendall as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel; and (9) provide that the Final Approval Hearing may be continued from time to time by Order of the Court if necessary, and without further written notice to the Settlement Class

VI. Settlement Administrator

69. Plaintiffs will retain the Settlement Administrator appointed by the Court. The Parties agree that Plaintiffs may propose Angeion Group LLC (or one of its affiliated entities) to serve as the Settlement Administrator. The Settlement Administrator will execute and comply at all times with its obligations under a Business Associate Agreement ("BAA") under HIPAA between the Settlement Administrator and Defendant. The Settlement Administrator shall be authorized to employ anti-fraud protections and measures as appropriate to ensure that Authorized Claimants receive the Net Settlement Fund. The The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of Texas and the United States Constitution.

70. The Settlement Administrator shall administer various aspects of the Settlement and perform such other functions as are specified for the Settlement Administrator elsewhere in this

Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and distributing the Cash Payments and Medical Data Monitoring activation codes to Settlement Class Members who submit Valid Claims.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

71. Defendant will, if and only if the Court orders it to do so and as authorized by 45 C.F.R. § 164.512(e)(i), make available to the Settlement Administrator the Class List no later than fifteen days after entry of the Preliminary Approval Order for the sole purpose of effectuating notice of the Settlement to Settlement Class Members on behalf of Class Counsel, which information shall be subject to a BAA under HIPAA between the Settlement Administrator and Defendant. Class Counsel shall not receive, review, or otherwise access the Class List or any reproduction thereof. Class Counsel explicitly acknowledges that the May 2024 Notice List will be provided to the Settlement Administrator only pursuant to Court order, so that Class Counsel may direct the Settlement Administrator to provide notice by email to Settlement Class Members as the primary method of notice and as the most efficient and cost-effective manner for the Class, reducing administrative costs which will leave more of the Settlement Amount available for distribution to the Settlement Class.

72. Within 30 days thereafter, Class Counsel will direct the Settlement Administrator, pursuant to this Stipulation and the Preliminary Approval Order, to commence the Notice Program provided herein, using the forms of Notice approved by the Court. Class Counsel shall direct the Settlement Administrator that: (i) where email addresses are provided by Defendant for Settlement Class members, Email Notice shall be sent by email; and (ii) Settlement Class Members for which email addresses are not provided, or for those in which emails bounced-back or were undeliverable, and for whom a postal address is provided by Defendant or can be determined by the Settlement

Administrator, shall receive a Postcard Notice by mail. No later than 10 days from the commencement of the Notice Program, the Settlement Administrator shall provide an affidavit of mailing and emailing to Class Counsel. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

73. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Website shall contain: (i) the Long Form Notice; (ii) this Agreement; (iii) motions in support of the settlement and fee applications (after such motions are filed with the Court); (iv) claim and Settlement deadlines; and (v) where other Settlement information can be found.

74. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. the Settlement Class Member's full name, mailing address, telephone number, email address, and Unique ID as provided by the Settlement Administrator, signed with a wet ink signature or DocuSigned (or similar electronic signature equivalent)², to the Settlement Administrator at the address described in the Long Form Notice, and which must be received by the Settlement Administrator no later than forty-five days after the latter of the date the Post Card Notice is mailed or the Email Notice is sent. A Settlement Class member may opt-out of the Settlement Class by

² An attorney's signature, or a typed signature, is not sufficient. Exclusion letters must be signed by the Settlement Class Member personally, and not a lawyer or anyone else acting on their behalf. "Mass" or "class" opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

mailing a request to opt-out to the Settlement Administrator at the address described in the Long Form Notice, and which must be received by the Settlement Administrator by the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member with a wet ink signature or DocuSigned (or similar electronic signature equivalent) ³and contain the Settlement Class Member's full name, address, telephone number, and email address (if any), and Unique ID as provided by the Settlement Administrator. The request for exclusion must include the statement "I wish to exclude myself from the Settlement Class and do not wish to participate in the settlement in *Dawn Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock Texas*, cause no. dc-2024-0569" or substantially similar unambiguous language.. With regard to any Settlement Class Member who submits a timely and valid request for exclusion, that Settlement Class Member shall be excluded from the Settlement Class, shall not be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or judgments in the Action, and shall not be entitled to participate in the Settlement. If a Settlement Class Member does not submit a timely and valid request for exclusion, the Settlement Class Member will be part of the Settlement Class and shall be bound by the terms of this Agreement, even if that Settlement Class Member does not submit a Valid Claim.

75. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court,

³ An attorney's signature, or a typed signature, is not sufficient. Exclusion letters must be signed by the Settlement Class Member personally, and not a lawyer or anyone else acting on their behalf. "Mass" or "class" opt outs made on behalf of multiple persons or classes of persons will be deemed invalid.

and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

76. For an objection to be considered by the Court, the objection must also set forth:
- a. the objector's full name, mailing address, telephone number, and email address (if any);
 - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - c. the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
 - d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
 - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a

copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

77. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 60 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

78. The Notice Program shall be completed no later than 60 days before the original date set for the Final Approval Hearing.

VIII. Claim Form Process and Disbursement of Settlement Class Member Benefits

79. The Notice and the Settlement Website will explain to Settlement Class members

that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

80. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

81. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

82. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

83. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible

fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

84. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

85. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;

- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

86. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

87. Defendant shall play no role in, and will have no liability for, the administration of the Settlement or determining the sufficiency of Claims or the amount of Claims under the

Settlement. With the sole exception of Defendant's obligation to secure payment of the Settlement Amount into the Escrow Account, Defendant and Defendant's counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Amount; (iii) the allocation or payment of Class Member Benefits; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

88. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

89. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

90. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall

proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

91. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring, including the activation code.

92. The Settlement Administrator will maintain a complete and accurate record of all payments made to Settlement Class Members, which shall be subject to examination by Class Counsel and Defendant's counsel on reasonable notice.

IX. Final Approval Order and Final Judgment

93. Plaintiff shall file her Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

94. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application

for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees and Costs

95. *Service Award* – The Class Representative may seek a Service Award of up to \$5,000.00, subject to Court approval. Defendant agrees not to oppose this request. The Service Awards to the Class Representative will be paid from the Settlement Amount. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on the Service Award. The Parties agree that any amount awarded by the Court as the Service Award to Plaintiff less than the requested amount shall not be a basis for Plaintiff or Class Counsel to void this Agreement. Should the Court approve a lesser amount for the Service Award, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount of the Service Award (if any) approved by the Court, if, after the exhaustion of any

such appellate review, additional amounts not awarded to the Class Representative shall be added to the Settlement Amount to be distributed to the Participating Class Members. The Service Award approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representative out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

96. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of Final Approval.

97. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provision for attorneys' fees and costs was negotiated after all material terms of the Settlement.

XI. Disposition of Residual Funds

98. In the event there are funds remaining in the Settlement Fund at the latter of 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, then following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Ronald McDonald House Charities of the Southwest, Inc. as the *cy pres* recipient.

XII. Releases

99. Upon the Effective Date, and in consideration of the settlement relief and other

consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, including but not limited to any claims under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

100. Settlement Class members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

101. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties,

whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIII. Termination of Settlement

102. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are on such appellate review, the Final Approval Order is not materially modified or reversed, and none of the material terms of the Agreement are materially modified or not approved; and
- d. The Effective Date has occurred.

103. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

105. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund (plus accrued interest) shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination. No Settlement Class Member shall have any claim against Defendant's counsel, Defendant, or any Released Parties based upon any distribution made substantially in accordance with this Agreement or further orders of the Court.

XIV. Effect of Termination

106. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

107. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XV. No Admission of Liability

108. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

109. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class members.

110. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

111. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

112. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVI. Miscellaneous Provisions

113. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

114. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

115. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

116. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

117. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

118. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

119. ***No Conflict Intended.*** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

120. **Governing Law.** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Texas, without regard to the principles thereof regarding choice of law.

121. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

122. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

123. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiff or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

David Lietz
**Milberg Coleman Bryson
Phillips & Grossman, PLLC**
5335 Wisconsin Ave. NW, Ste. 440
Washington, D.C. 20015
dlietz@milberg.com

If to Defendant or Defendant's Counsel:

Wynter L. Deagle
**Sheppard, Mullin, Richter
& Hampton LLP**
12275 El Camino Real, Ste. 100
San Diego, CA 92130
wdeagle@sheppardmullin.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

124. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

125. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

126. ***Authority.*** Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included

within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

127. ***Agreement Mutually Prepared.*** Neither Plaintiff nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

128. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

129. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.


Signature Page to Follow

PLAINTIFF


Dawn Rice

CLASS COUNSEL


Jeffrey Ostrow, Sep 4, 2015 12:10:21 PDT
Jeff Ostrow
KOPELOWITZ OSTROW P.A.


David Lietz
MILBERG COLEMAN BRYSON
PHILLIPS & GROSSMAN, PLLC


Joe Kendall
KENDALL LAW GROUP, PLLC

**FALCON HEALTHCARE OF
LUBBOCK, INC.**


Brandon Durbin
CEO

**COUNSEL FOR FALCON
HEALTHCARE OF LUBBOCK, INC.**



Wynter L. Deagle
SHEPPARD, MULLIN, RICHTER
& HAMPTON LLP

EXHIBIT 1
(EMAIL NOTICE)

From Email Address: <<Settlement Administrator Email Address>>
From Email Name: Falcon Healthcare Data Incident Settlement Administrator
Subject Line: Notice of Proposed Class Action Settlement – Rice v. Falcon Healthcare Inc.

<<Settlement Class Member Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

If you are a living person in the United States who was sent a notice that your per personal information may have been impacted as a result of a Data Incident that occurred in 2022 involving Falcon Healthcare, Inc., a class action settlement may affect your rights.

Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569

The Lubbock County, Texas District Court authorized this Notice.
This is not a solicitation from a lawyer.

On or about April 25, 2024, Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock Texas (“Falcon”) began notifying individuals that it had experienced a cybersecurity incident and that personal information related to certain patients was accessed and downloaded by an unknown actor between April 29, 2022 and July 3, 2022. (the “Data Incident”). Following Falcon’s notice to individuals, a lawsuit was filed against Falcon which is entitled *Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas*. The Parties have reached a settlement of this lawsuit in its entirety. Falcon Healthcare denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Falcon Healthcare has violated any laws, but rather the resolution of disputed claims.

Visit **WEBSITE** for complete information about the Settlement.

Am I Included? Yes. Falcon Healthcare’s records indicate your information may have been involved in the Data Incident.

Settlement Fund. The Settlement provides for an \$800,000 Settlement Fund to pay for all Settlement Administration Costs, any Court-awarded attorneys’ fees, costs, and Service Award for the Class Representative, Cash Payments, and Medical Data Monitoring. Settlement Class Member Benefits include:

- **Cash Payment A – Documented Losses:** Up to \$5,000.00 for documented losses related to the Data Incident.
- **Cash Payment B – Alternative Cash Payment:** Cash payment is estimated to be \$100.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.*
- **Medical Data Monitoring:** Two (2) Years of Medical Data Monitoring.

How Do I Receive Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive a payment from the Settlement.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue Falcon Healthcare about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive a payment, but you will keep your right to sue Falcon Healthcare in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement, and instructions if you want to appear and/or speak at the Final Approval Hearing.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees, Costs, and Service Award, to be paid from the Settlement Fund. If there are objections, the Court will consider them.

This Notice is only a Summary.
For complete information, please visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX**.**

[Unsubscribe](#)

EXHIBIT 2
(POSTCARD NOTICE)

Notice of Proposed Class Action
Settlement

**TO BE OPENED BY THE
INTENDED RECIPIENT ONLY.**

The Lubbock County, Texas District
Court authorized this Notice.

This is not a solicitation from a lawyer.

Falcon Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address 1»
«Address 2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	Falcon Healthcare Data Incident Settlement CLAIM FORM	«Barcode»
---	---	-----------

To submit a claim for a **Cash Payment B – Alternative Cash Payment** or **Medical Data Monitoring**, please complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than DATE**.

Claims for Documented Losses require supporting documentation and therefore must be submitted online at WEBSITE or by downloading a Claim Form from the Settlement Website to complete and mail to the Settlement Administrator.

Cash Payment B – Alternative Cash Payment

☐ Check this box if you want to receive the Alternative Cash Payment and select from one the following payment options:

☐ PayPal
 ☐ Venmo
 ☐ Zelle
 ☐ Virtual Prepaid Card
 ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Medical Data Monitoring

☐ Check this box if you want to receive two years of Medical Data Monitoring.

Please provide your email address: _____

Attestation and Signature

I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature: _____ Date (mm/dd/yyyy): ____/____/____ Print Name: _____

The deadline to submit this form is DATE.

Questions? Visit WEBSITE or call 1-XXX-XXX-XXXX.

On or about April 25, 2024, Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock Texas (“Falcon”) began notifying individuals that it had experienced a cybersecurity incident and that personal information related to certain patients was accessed and downloaded by an unknown actor between April 29, 2022 and July 3, 2022. (the “Data Incident”). Following Falcon’s notice to individuals, a lawsuit was filed against Falcon which is entitled Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas. The Parties have reached a settlement of this lawsuit in its entirety. Falcon Healthcare denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Falcon Healthcare has violated any laws, but rather the resolution of disputed claims.

Falcon Healthcare

Am I Included? Yes. Falcon Healthcare’s records indicate your information may have been involved in the Data Incident.

Settlement Fund. The Settlement provides for an \$800,000 Settlement Fund to pay for all Settlement Administration Costs, any Court-awarded attorneys’ fees, costs, and Service Award for the Class Representative, Cash Payments, and Medical Data Monitoring. Settlement Class Member Benefits include:

- **Cash Payment A – Documented Losses:** Up to \$5,000.00 for documented losses related to the Data Incident.
- **Cash Payment B – Alternative Cash Payment:** Cash payment is estimated to be \$100.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.*
- **Medical Data Monitoring:** Two (2) Years of Medical Data Monitoring.

How Do I Receive Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Settlement Administrator. If you do not submit a Claim Form, you will not receive a payment from the Settlement.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue Falcon Healthcare about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive a payment, but you will keep your right to sue Falcon

Healthcare in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement, and instructions if you want to appear and/or speak at the Final Approval Hearing.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of Attorneys' Fees, Costs, and Service Award, to be paid from the Settlement Fund. If there are objections, the Court will consider them.

This Notice is only a Summary. For complete information, please visit **WEBSITE or call toll-free 1-XXX-XXX-XXXX.**

Falcon Healthcare Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Ste 2210
Philadelphia, PA 19103

EXHIBIT 3
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569

*The Lubbock County, Texas District Court authorized this Notice.
This is not a solicitation from a lawyer.*

If you are a living individual who was sent a notice that your Private Information may have been impacted as a result of a Data Incident that occurred in 2022 involving Falcon Healthcare, Inc., a class action settlement may affect your rights.

On or about April 25, 2024, Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock Texas (“Falcon”) began notifying individuals that it had experienced a cybersecurity incident and that personal information related to certain patients was accessed and downloaded by an unknown actor between April 29, 2022 and July 3, 2022. (the “Data Incident”). Following Falcon’s notice to individuals, a lawsuit was filed against Falcon which is entitled *Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas*. The Parties have reached a settlement of this lawsuit in its entirety. Falcon Healthcare denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Falcon Healthcare has violated any laws, but rather the resolution of disputed claims.

Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	Submitting a valid Claim Form is the only way you can receive Settlement Class Member Benefits.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Falcon Healthcare. This is the only option that allows you to be part of any other lawsuit against Falcon Healthcare for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.
OBJECT TO THE SETTLEMENT BY: DEADLINE	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing at your own expense.
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.

WHAT THIS NOTICE CONTAINS

Questions? Visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX****

BASIC INFORMATION.....	PAGE 2
WHO IS INCLUDED IN THE SETTLEMENT?.....	PAGE 3
THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY.....	PAGE 3
HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM.....	PAGE 4
REMAINING IN THE SETTLEMENT.....	PAGE 5
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 5
THE LAWYERS REPRESENTING YOU.....	PAGE 6
OBJECTING TO THE SETTLEMENT.....	PAGE 6
THE COURT’S FINAL APPROVAL HEARING.....	PAGE 7
IF YOU DO NOTHING.....	PAGE 8
GETTING MORE INFORMATION.....	PAGE 8

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the Settlement Class Member Benefits to Settlement Class Members who submitted a valid and timely Claim Form. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Lubbock County, Texas District Court. The Settlement resolves the following lawsuit entitled: *Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim Healthcare of Lubbock, Texas.*, Case No. DC-2024-DC-0569, Lubbock County, Texas. The individual who brought this Action is called the Plaintiff or Class Representative, and the entity they sued is called the Defendant.

2. What is this lawsuit about?

The Plaintiff alleges that Falcon Healthcare is liable for the Data Incident and has asserted numerous legal claims against Falcon Healthcare. Falcon Healthcare denies all the claims and contentions alleged against it and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaint filed in this Action, visit **WEBSITE**.

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or Falcon Healthcare. Instead, a settlement was negotiated that allows the Plaintiff, the proposed Settlement Class, and Falcon Healthcare to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses and other benefits without further delay. Plaintiff and Plaintiff’s attorneys (“Class Counsel”) think the Settlement is

in the best interest of all Settlement Class Members. This Settlement does not mean that Falcon Healthcare did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all living individuals in the United States who were sent a notice by Falcon Healthcare that their Private Information may have been impacted in the Data Incident.

“Data Incident” means the cybersecurity incident that took place between April 29, 2022, and July 3, 2022, involving Falcon Healthcare and resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

Settlement Class Members were also sent notice of this class action Settlement via email or mail. If you received notice of this Settlement, you are eligible to receive Settlement Class Member Benefits. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

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

Yes. Excluded from the Settlement Class are: (a) directors and officers of Falcon Healthcare; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for the creation of a Settlement Fund in the amount of \$800,000.00 to pay for all Settlement Administration Costs, any Court-awarded attorneys’ fees, costs, and Service Award for the Class Representative, Cash Payments, and Medical Data Monitoring.

Please visit WEBSITE for complete information about the Settlement Class Member Benefits.

The Settlement provides for the following Settlement Class Member Benefits. Settlement Class Members can select any or all of these benefits:

- **Cash Payment A – Documented Losses:** Up to \$5,000.00 for documented losses related to the Data Incident.
- **Cash Payment B – Alternative Cash Payment:** Cash payment in the estimated amount of \$100.00. *The final amount of the cash payment will not be determined until all Claim Forms have been received and evaluated.*
- **Medical Data Monitoring:** Two (2) Years of Medical Data Monitoring.

8. What is included under the Cash Payment A - Documented Losses Payment?

Settlement Class Members may submit a claim for a Cash Payment for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident.

To receive a documented loss payment, a Settlement Class Member must elect the **Cash Payment A** option on the Claim Form attesting under penalty of perjury to having incurred the documented losses claimed. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise.

Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

9. What is the Cash Payment B – Alternative Cash Payment?

Settlement Class Members may also elect to receive the Cash Payment B option, which is a flat cash payment in the estimated amount of \$100.00. *The final amount of the flat cash payment will not be determined until all Claim Forms have been received and evaluated.*

Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Settlement Administration Costs; (2) Service Award; (3) Attorneys' Fees and Costs; (4) Medical Data Monitoring; and (5) Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

10. What is included in the Medical Data Monitoring?

Settlement Class Members may elect to receive two years of Cyex Medical Shield Medical Data Monitoring. Medical Data Monitoring will provide the following benefits: medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft. Medical Data Monitoring has an estimated value of \$900.00 per year per Settlement Class Member.

11. Will Falcon Healthcare implement any additional security measures?

Yes. Prior to Final Approval, Falcon Healthcare will provide Class Counsel with a list of the security measures that have been implemented following the Data Incident, including an estimate of the amount of money Falcon Healthcare has incurred or will incur in connection with the implemented or to-be-implemented measures. The costs of which are the responsibility of Falcon Healthcare and will not in any way reduce the Settlement Amount.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get benefits from the Settlement?

In order to receive Settlement Class Member Benefits, you must complete and submit a Claim Form online at **WEBSITE**. Claim Forms are available for download at **WEBSITE**, or you may request one by mail by calling **1-XXX-XXX-XXXX**. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 202X** to: Falcon Healthcare Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

13. How will claims be decided?

The Settlement Administrator will decide whether the information provided on the Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant. If the Settlement Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid.

14. When will I get my payment?

The Court will hold a Final Approval Hearing at **: 0 .m. on Month Day, 202X** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Settlement Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

15. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive Settlement Class Member Benefits, you must submit a Claim Form online or postmarked by **Month Day, 202X**.

If you do nothing, you will **not** receive Settlement Class Member Benefits and you will also give up certain legal rights.

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

If the Settlement becomes final, you will give up your right to sue Falcon Healthcare for the claims being resolved by this Settlement. The specific claims you are giving up against Falcon Healthcare and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 20 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Falcon Healthcare about legal issues resolved by this Settlement, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

17. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any Settlement Class Member Benefits, but you will not be bound by any judgment in this case.

18. If I do not exclude myself, can I sue Falcon Healthcare for the same thing later?

No. Unless you exclude yourself from the Settlement, you give up any right to sue Falcon Healthcare for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement (also known as “opting out” of the Settlement), you must send a letter by mail stating that you want to be excluded from the Settlement. The opt-out request must be personally signed by the Settlement Class member and contain the requestor’s name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Opt-out requests must be mailed so it postmarked no later than **DATE** to the address below:

Falcon Healthcare Data Incident Settlement
Attn: Exclusions

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel		
Jeff Ostrow Kopelowitz Ostrow P.A One West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301	David Lietz Milberg Coleman Bryson Phillips & Grossman, PLLC 5335 Wisconsin Ave. NW, Ste. 440 Washington, D.C. 20015	Joe Kendall Kendall Law Group, PLLC [Address]

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys’ fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also seek a Service Award in the amount of \$5,000 for the Class Representative. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

For an objection to be considered by the Court, the objection must set forth:

- a) the objector’s full name, mailing address, telephone number, and email address (if any);
- b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
- c) the number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
- d) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards;
- e) the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
- f) the identity of all counsel (if any) representing the objector, and whether they will appear at the

Final Approval Hearing;

- g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i) the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Falcon Healthcare's Counsel may conduct limited discovery on any objector or objector's counsel.

Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Falcon Healthcare's Counsel, and the Settlement Administrator (addresses below). For an objection to be considered by the Court, the objection must be submitted no later than **DATE**, and the Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

Court	Settlement Administrator
[Court Address]	Falcon Healthcare Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102
Falcon Healthcare's's Counsel	Class Counsel
Wynter L. Deagle Sheppard, Mullin, Richter & Hampton LLP 12275 El Camino Real, Suite 100 San Diego, CA 92101	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301
Class Counsel	Class Counsel
David Lietz Milberg Coleman Bryson Phillips & Grossman, PLLC 5335 Wisconsin Ave. NW, Ste. 440 Washington, D.C. 20015	Joe Kendall Kendall Law Group, PLLC [Address]

23. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Award. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Award, provided the objectors submitted timely objections that meet all of the requirements listed Question 22.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Approval Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive any Settlement Class Member Benefits. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Falcon Healthcare or Released Parties about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement available at **WEBSITE**, or by writing to Settlement Administrator:

Falcon Healthcare Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
EMAIL ADDRESS

29. How do I get more information?

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Settlement Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT 4
(CLAIM FORM)

Your claim must be
submitted online or
postmarked by:
DEADLINE

**Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim
Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569
Lubbock County, Texas District Court**

**FAL
CLAIM**

CLAIM FORM

GENERAL INSTRUCTIONS

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

A living individual who was sent a notice by Falcon Healthcare that their personal information may have been impacted in the Data Incident.

“Data Incident” means the cybersecurity incident that took place between April 29, 2022, and July 3, 2022, involving Falcon Healthcare Falcon Healthcare and resulting in the unauthorized access to or acquisition of Settlement Class Members’ personal information.

Excluded from the Settlement Class are: (a) directors and officers of Falcon Healthcare ; and (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

You can submit a Claim Form online at **WEBSITE** or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **DEADLINE**.

The Settlement Class Member Benefits

Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident.

- To receive a documented loss payment, a Settlement Class Member must elect the Cash Payment A option on the Claim Form attesting under penalty of perjury to having incurred the documented losses claimed. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Falcon Healthcare or otherwise.
- Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Cash Payment B – Alternative Cash Payment

Settlement Class Members may also elect to receive the Cash Payment B option, which is a cash payment in the estimated amount of \$100.00. *The final amount of the flat cash payment will not be determined until all Claim Forms have been received and evaluated.*

Medical Data Monitoring

Settlement Class Members may also elect to receive two years of Cyex Medical Shield Medical Data Monitoring. Medical Data Monitoring will provide the following benefits: medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft. Medical Data Monitoring has an estimated value of \$900.00 per year per Settlement Class Member.

QUESTIONS? VISIT **WWW. .COM OR CALL TOLL-FREE 1-**XXX-XXX-XXXX****

Your claim must be submitted online or postmarked by:
[DEADLINE]

**Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim
Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569
Lubbock County, Texas District Court**

**FAL
CLAIM**

CLAIM FORM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

--

Street Address

City

State

--

Zip Code

--

Email Address

Telephone Number

--

Notice ID, if known

II. CASH PAYMENT A - DOCUMENTED LOSSES

- ☐ Check this box if you are requesting compensation for **Documented Losses** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed documented losses related to the Data Incident.**

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Receipt for credit repair services</i>	<i>\$100</i>
TOTAL AMOUNT CLAIMED:	

- ☐ You must check this box to attest under penalty of perjury that the Documented Losses you listed above actually occurred, were related to the Data Incident, and that you have not been reimbursed for these Documented Losses.

QUESTIONS? VISIT WWW.QUESTIONS.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must be
submitted online or
postmarked by:
[DEADLINE]

**Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim
Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569
Lubbock County, Texas District Court**

**FAL
CLAIM**

CLAIM FORM

III. CASH PAYMENT B – ALTERNATIVE CASH PAYMENT

- ☐ Check this box if you wish to receive the Alternative Cash Payment. You do not have to provide supporting documentation to receive the flat cash payment. You can select this benefit *in addition to* selecting the Cash Payment A – Documented Losses benefit.

IV. MEDICAL DATA MONITORING

- ☐ Check this box if you wish to receive two years of Cyex Medical Shield Medical Data Monitoring. You can select this benefit *in addition to* selecting the Cash Payment A and/or Cash Payment B benefits. Be sure to provide an email address in Section I of this Claim Form. You will be emailed an activation code for the Medical Data Monitoring after the Settlement has received Final Approval from the Court and has become effective.

V. PAYMENT SELECTION

Please select **one** of the following payment options:

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

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

VI. AFFIRMATION & SIGNATURE

I swear and affirm under penalty of perjury pursuant to laws of the United States of America 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 Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Submitting Your Claim Form

Mail your completed Claim Form along with supporting documentation to: **Falcon Healthcare Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**. Do not include original copies of your supporting documentation, as the documentation will not be returned to you.

QUESTIONS? VISIT **WWW._____.COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must be
submitted online or
postmarked by:
[DEADLINE]

**Dawne Rice v. Falcon Healthcare, Inc. d/b/a Interim
Healthcare of Lubbock, Texas
Case No. DC-2024-DC-0569**
Lubbock County, Texas District Court

**FAL
CLAIM**

CLAIM FORM

EXHIBIT 5
(PRELIMINARY APPROVAL ORDER)

CAUSE NO. DC-2024-0569

DAWN RICE, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

FALCON HEALTHCARE, INC. d/b/a
INTERIM HEALTHCARE OF LUBBOCK
TEXAS,

Defendant.

IN THE DISTRICT COURT
LUBBOCK COUNTY, TEXAS
99TH JUDICIAL CIRCUIT

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

WHEREAS, Plaintiff, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

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

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiff and all Settlement Class members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of

fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

All living individuals residing in the United States whose personal information may have been impacted in the Data Incident.

5. Excluded from the Settlement Class are all persons who are: (a) directors and of Defendant; and (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; the Plaintiff is an adequate representative for the Settlement Class, and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting

any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiff will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints him as Class Representative, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A., David Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, and Joe Kendall of Kendall Law Group, LLP.

9. Plaintiff has selected Angeion Group LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints Angeion and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notices as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice Program be implemented as outlined in the Agreement.

12. Settlement Class members who wish to opt-out of the Settlement and exclude

themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (60 days after the earliest date in which Notice is distributed). The process to opt-out is set forth in the Agreement and in the Notices. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by the Final Approval Order.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections before the end of the Objection Period (60 days after the earliest date Notice is first distributed) and pursuant to the requirements of this paragraph. To be considered, the objection must include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the

Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written document requests. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. If submitted by mail, an objection shall be deemed to have been submitted on the date the mail is postmarked. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

15. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the

names of each Settlement Class member who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

16. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on _____, 2025, at _____ a.m./p.m. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held virtually or in person. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of any Service Award to the Class Representative. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

17. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline for Defendant to Provide Class List to Settlement Administrator	Within 15 days of Preliminary Approval Order
Deadline to Commence Notice Program	Within 45 days after Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing
Deadline to file Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards]	45 days before the initial scheduled Final Approval Hearing

Opt-Out Deadline	60 days after Notice first begins
Objection Deadline	60 days after Notice first begins
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____ at __:__ a.m./p.m.

18. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement.

DONE AND ORDERED in chambers in Lubbock County, Texas, on this ____ day of _____, 2025.

Copies furnished to:
All Counsel of Record