

**AMENDED CLASS SETTLEMENT AGREEMENT AND RELEASE**

As Amended by Order of the Court, this Class Settlement Agreement and Release (“Class Settlement Agreement”) is made and among the following Settling Parties (as defined below): (i) Plaintiffs Corina Lowrey, Christen Lynch, and Desislava Tsvetanova (collectively, “Representative Plaintiffs” or “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through their counsel, Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of MIGLIACCIO & RATHOD LLP, Thiago M. Coelho of WILSHIRE LAW FIRM PLC, and Laura Van Note of COLE & VAN NOTE, and (ii) Defendant Community Psychiatry Management, LLC, d/b/a Mindpath Health (“Mindpath”), by and through its counsel, Starr T. Drum of POLSINELLI PC. The Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

This class action litigation arose from alleged data security incidents perpetrated upon Mindpath in March 2022 and July 2022, whereby an unauthorized third party accessed Microsoft Office 365 (“O365”) business email accounts that stored the personally identifiable information of Mindpath patients and other individuals. Mindpath is a California-based healthcare organization that offers mental health services in seven (7) states, including California. In the ordinary course of its business, Mindpath collects personally identifiable information (“PII”) as well as protected health information (“PHI”) (collectively “Private Information”) from patients, guarantors, and other individuals in relation to the mental health services it provides.

Plaintiffs brought this action individually and on behalf of all Persons whose Private Information, they alleged, was compromised and subject to unauthorized access and exfiltration, theft, or disclosure as a direct result of the unauthorized access to Mindpath business email

accounts in March 2022 and July 2022 (the “Incidents”), events that were disclosed on or around January 2023. The initial complaint was filed by Plaintiff Corina Lowrey on January 30, 2023, in the Eastern District of California; Plaintiff Lowrey filed her amended complaint on March 20, 2023. A second amended complaint (“Complaint”) followed on August 2, 2023 by Plaintiffs Christen Lynch and Desislava Tsvetanova pleading claims of negligence; breach of implied contract; breach of fiduciary duty; breach of confidence; unjust enrichment/quasi-contract; violation of the California Constitutional Right to Privacy, Cal. Const. art. I, § 1; violation of the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, et seq. (“CMIA”); violation of the California Unfair Competition Law, Cal. Bus. Prof. Code § 17200 et seq.; violation of the California Customer Records Act, Cal. Civ. Code § 1798.80, et seq.; violation of California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq. (“CCPA”); and violation of California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.

This Agreement resulted from good faith, arm’s-length settlement negotiations and informal discovery, including the review of Defendant’s data breach investigation findings, document productions regarding the Incidents and settlement-related disclosures. The Parties participated in two full-day mediation sessions, with one before JAMS mediator Wayne Andersen and one before JAMS mediator Bruce Friedman. At the last session (May 23, 2024), the Settling Parties reached an agreement to resolve all claims arising from or related to the Incidents. Subsequently, the Settling Parties worked on preparing this Settlement Agreement and the associated exhibits.

Pursuant to the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Mindpath and the Released Parties that are asserted in, or that arise from the facts alleged in Representative Plaintiffs’ Complaint filed in the Litigation

(including, without limitation, all claims that relate to or arise from the Incidents), and does not extend to claims unrelated to the conduct specifically alleged in the Complaint..

## **I. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF THE CLASS SETTLEMENT**

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the corresponding Complaint, have merit. Representative Plaintiffs and Representative Plaintiffs' Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Mindpath and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Representative Plaintiffs' Counsel assert that they are highly experienced in class action litigation, particularly in the area of data breach litigation, and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. In addition, Mindpath contends Plaintiffs will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. While Representative Plaintiffs' Counsel believe Representative Plaintiffs would prevail on class certification and liability issues as to Mindpath, they nevertheless acknowledge the risks involved in litigation and believe settlement is in the best interests of the Settlement Class. Representative Plaintiffs' Counsel have carefully reviewed the information exchanged during informal discovery, including documents related to the data breaches, and have determined that the settlement set forth in this Class Settlement Agreement is fair, reasonable, and adequate, and in the best interest of Representative Plaintiffs and the Settlement Class.

## **II. DENIAL OF WRONGDOING AND LIABILITY**

Mindpath denies each and all of the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Mindpath denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Mindpath has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be resolved on a class-wide basis, without admission of liability, upon the terms and conditions set forth in this Class Settlement Agreement. Mindpath has also considered the uncertainty and risks inherent in any litigation. Mindpath has therefore determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

### **III. TERMS OF THE SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Mindpath that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to those Settlement Class Members who timely opt out of the Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law. Nothing in this provision shall be construed to enjoin any Settlement Class Member from asserting any claims outside the scope of the Released Claims.

#### **1. DEFINITIONS**

As used in this Class Settlement Agreement, the following terms have the meanings



specified below:

**1.1** “Administration Costs” means all costs and expenses associated with providing notice of the Class Settlement Agreement to the Settlement Class, Claims Administration, and otherwise administering and carrying out the terms of this Class Settlement Agreement.

**1.2** “Agreement” or “Class Settlement Agreement” means this Class Settlement Agreement and Release.

**1.3** “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Representative Plaintiffs’ Counsel fully and completely for their fees, litigation costs, and expenses in connection with the Litigation.

**1.4** “California Settlement Subclass” means all Settlement Class members who resided in California at the time of at least one of the Incidents (*i.e.*, between March 2022 and January 2023). Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Mindpath’s officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class.

**1.5** “Claims Administration” means the processing of claims and determining the eligibility of, and calculating and issuing payments to, Settlement Class Members by the Claims Administrator.

**1.6** “Claims Administrator” means Angeion Group, a nationally recognized class action settlement administrator experienced in administering class action claims generally and specifically those of the type provided for in this Litigation. The parties jointly agree to the appointment of Angeion Group as the Claims Administrator.

**1.6.1** “Claims Deadline” means 60 days after the Notice Deadline, and is the last day by which a Settlement Class Member may submit a Claim Form to the Settlement Administrator, except that the Claims Deadline shall be extended an additional 20

days for Settlement Class Members who receive re-mailed notice, or such other date(s) set by the Court in the Preliminary Approval Order.

**1.7** “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this settlement, substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who will be sent direct notice will be assigned a unique identifier that they will need to use to submit a Valid Claim Form. Reasonable and secure measures will be taken by the Claims Administrator to provide the unique identifier to these Settlement Class Members if they lose access to the Notice with the identifier. Settlement Class Members who receive the notice via publication will be able to obtain a unique identifier from the Claim Administrator through reasonable and secure means and on reasonable proof (such as a receipt, statement of services rendered, or insurance document) that they are a Settlement Class Member. The Claims Administrator will also take reasonable steps to ensure that Settlement Class Members who receive re-mailed notices are afforded sufficient time to obtain a unique identifier and submit a claim.

**1.8** “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the long form notice (“Long Notice”) to be posted on the settlement website and a summary notice to be sent via first-class U.S. mail to the individuals who received written notice of the Incidents from Mindpath (“Short Notice”), substantially in the forms attached hereto as **Exhibits B and C**, respectively, as approved by the Court. It also includes publication notice intended to reach those individuals that may have been impacted by the Incidents but for whom Mindpath did not have mailing addresses. Prior to mailing, the Claims Administrator shall update addresses using the National Change of Address (NCOA) database, and re-mail any returned notices where updated addresses are reasonably available. Recipients of re-mailed notices will be given a reasonable extension of time to respond, consistent

with the schedule set forth in this Agreement.

**1.9** “Effective Date” means the date by which all of the events and conditions specified in Paragraphs 1.11 and 1.12 below for the Final Approval Order and Judgment become Final

have occurred or have been met, including the passage of any applicable appeal period or resolution of any appeals other than those limited solely to the Court's Attorneys' Fees and Expenses Award and/or Service Awards. The Effective Date shall precede the date on which settlement payments are made but shall not affect when the release becomes operative for Settlement Class Members. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys' Fees and Expenses Award or the Service Awards. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys' Fees and Expenses Award and/or the Service Awards.

**1.10** "Final" means the occurrence of all of the following events: (a) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review; and (d) any modifications to Attorneys' Fees and Expenses Award or Service Awards shall not affect finality as defined herein or in any other aspect of the Final Approval Order and Judgment. For clarity, the distribution of the Net Settlement Funds by the Claims Administrator shall occur only after finality is achieved as defined in this paragraph, and such distribution shall not be a precondition to the Final Approval Order and Judgment becoming "Final."

**1.11** "Final Approval Hearing" means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation, including review of any

objections, requests for exclusion, attorneys' fees, litigation costs and service awards and final settlement administration procedures.

**1.12** "Final Approval Order and Judgment" means the Court's Order and Judgment Granting Final Approval of Class Action Settlement, which, among other things, approves this Class Settlement Agreement and the settlement of the Litigation as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class, without purporting to enjoin Settlement Class Members who do not opt out, and without dismissing the action with prejudice in a matter inconsistent with California Rule of Court 3.769(h), substantially in the form attached hereto as **Exhibit E**.

**1.13** "Incidents" means the March 2022 and July 2022 incidents alleged in the Complaint filed by Representative Plaintiffs during which an unauthorized actor(s) gained access to certain Mindpath O365 business email accounts, and which Mindpath disclosed to potentially impacted individuals beginning on or about January 2023.

**1.14** "Litigation" means the action filed on November 15, 2024 in the Los Angeles Superior Court of California by Plaintiffs Corina Lowrey, Christen Lynch, and Desislava Tsvetanova, Case No. 24STCV30135.

**1.15** "Net Settlement Fund" means the amount of funds that remains in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for Settlement Costs, including without limitation: Attorneys' Fees and Expenses Award, Service Awards, Administration Costs and any other amounts approved by the Court to be deducted from the Settlement Fund.

**1.16** "Non-Profit Residual Recipients" means the National Alliance on Mental Illness ("NAMI"). NAMI is a mental health advocacy organization whose work aligns with the nature of

the claims in this Litigation, which relate to the unauthorized disclosure of mental health information. The Parties selected NAMI because its mission supports education, access, and advocacy for individuals impacted by mental health conditions, including through data privacy awareness. The Parties and their counsel do not have any conflict of interest or direct involvement in the governance or work of NAMI.

**1.17** “Notice Deadline” means the date by which the dissemination of notice to the Settlement Class shall begin, including the mailing of Short Notice, posting of the Long Notice on the Settlement Website and commencement of any publication notice, and shall be thirty (30) days after the entry of the Preliminary Approval Order.

**1.18** “Objection Deadline” means sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order, by which Settlement Class Members must submit written objections, unless extended for individuals who receive re-mailed notice. The deadline shall not preclude any Settlement Class Member from raising an oral objection at the Final Approval Hearing.

**1.19** “Opt-Out” means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion. Substantial compliance shall be sufficient, and Settlement Class Members shall not be required to use specific language to effectuate a valid Opt-Out.

**1.20** “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline, except that the Opt-Out Deadline

shall be extended an additional twenty (20) days for Settlement Class Members who receive re-mailed notice, or such other date(s) set by the Court in the Preliminary Approval Order.

**1.21** “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees, as the context requires within this Class Settlement Agreement.

**1.22** “Private Information” means information that may have been exposed, compromised, accessed or acquired during the Incidents, including Personally Identifiable Information and Protected Health Information, as those terms are defined under applicable federal and state law.

**1.23** “Preliminary Approval Order” means the Court’s order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement of the Litigation, and approval of the form and method of Class Notice, subject to any modifications required by the Court, substantially in the form set forth in **Exhibit D**.

**1.24** “Released Claims” means any and all claims, causes of action, damages, liabilities, costs, attorneys’ fees, remedies, or relief of any kind, that were asserted or that could have been asserted based on the same factual predicate as the claims in the Litigation, including but not limited to those arising from or relating to the Incidents, the alleged compromise, exfiltration, or theft of Private Information as a result of the Incidents, and the allegations in the operative Complaint. This includes claims for negligence; breach of implied contract; breach of fiduciary

duty; breach of confidence; unjust enrichment/quasi-contract; and violations of the California Constitutional Right to Privacy, the CMIA, the UCL, the California Customer Records Act, the CCPA, and the CLRA. Released Claims do not include any claims unrelated to the facts alleged in the operative Complaint, any claims of Settlement Class Members who validly exclude themselves from the Settlement Class, or any claims to enforce the terms of this Settlement Agreement. This release is not intended to serve as a waiver under California Civil Code § 1542, and no such waiver is made on behalf of the Settlement Class, except for the Representative Plaintiffs who may waive such rights solely with respect to their individual claims as reflected in the Final Approval Order.

**1.25** “Released Parties” means Mindpath and each of its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them.

**1.26** “Releasing Parties” means Representative Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the settlement memorialized in this Class Settlement Agreement, and their respective heirs, executors, administrators, successors, and assigns, but solely with respect to claims arising from the facts alleged in the operative Complaint.

**1.27** “Request for Exclusion” means a substantially completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly



completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's signature or the signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifests the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually (one per individual).

**1.28** "Service Awards" means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs.

**1.29** "Settlement Claim" means a claimant's claim for relief under the terms of this Class Settlement Agreement.

**1.30** "Settlement Class" means all Persons , whose Private Information may have been accessed or acquired in the data security incidents experienced by Mindpath in March 2022 and July 2022, as identified by Mindpath through reasonable investigation, including all individuals to whom Mindpath sent direct notice of the Incidents. . Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Mindpath's officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class. The release period extends from the earliest date of the Incidents (March 2022) through the date of Preliminary Approval.

**1.31** "Settlement Class Counsel" means Nicholas A. Migliaccio, Jason S. Rathod, and Saran Q. Edwards of MIGLIACCIO & RATHOD LLP, Thiago M. Coelho of WILSHIRE LAW FIRM PLC, and Laura Van Note of COLE & VAN NOTE.

**1.32** "Settlement Class Member" means a member of the Settlement Class.

**1.33** “Settlement Costs” means all costs of the settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4 herein, Claims Administration, any Attorneys’ Fees and Expenses Award, any Service Awards to Representative Plaintiffs, and all other expenses or costs related to the settlement.

**1.34** “Settlement Fund” means a non-reversionary, all-inclusive common fund of \$3,500,000.00, which shall be the only amount paid by Mindpath and the sole and exclusive source of all Settlement Costs, award payments to Settlement Class Members, Administrative Costs, Service Awards, and Attorneys’ Fees and Expenses. No portion of the Settlement Fund will revert to Mindpath.

**1.35** “Settling Parties” means, collectively, Mindpath and Representative Plaintiffs, individually and on behalf of the Settlement Class.

**1.36** “Unknown Claims” means any of the Released Claims that the Representative Plaintiffs, does not know or suspect to exist in his or her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, , and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims. Representative Plaintiffs, waive the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542.

Representative Plaintiffs may hereafter discover facts in addition to, or different from, those that she now knows or believes to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs expressly shall have, and shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. Settlement Class Members other than Representative Plaintiffs shall not be subject to a general release under California Civil Code § 1542 or any other provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542.

**1.37** All time periods described in this Class Settlement Agreement in terms of “days” shall be in calendar days unless otherwise expressly stated herein.

## **2. SETTLEMENT CONSIDERATION**

**2.1** In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interest of minimizing the costs inherent in any litigation, Mindpath will perform all the following:

**2.2** Mindpath will pay the Settlement Fund to the Claims Administrator as follows: (a) within thirty (30) days following entry of the Preliminary Approval Order, Mindpath will advance the amounts necessary to pay for the Notice Program, which amount shall be determined and requested by the Claims Administrator, and any such advance will be credited against the Settlement Fund; and (b) Mindpath will pay the balance of the Settlement Fund into an Escrow Account established by the Administrator no later than the Funding Date (the “Funding Date” means a date no later than twenty-five (25) days after the Effective Date).

**2.3** The Settlement Administrator shall make the following compensation from the

Settlement Fund available to Settlement Class Members who submit valid and timely claim forms and to California Settlement Subclass Members for their statutory payments. Claims will be subject to review for completeness, eligibility and plausibility by the Settlement Administrator. The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. All compensation is subject to the availability of funds in the Net Settlement Fund.

**2.3.1 Credit Monitoring:** Settlement Class Members are eligible to make a claim for three (3) years of IDX one-bureau credit monitoring services, with identity theft insurance (no deductible) of \$1,000,000 and access to fraud resolution agents to help resolve identity thefts, regardless of whether the Settlement Class Member submits a claim for reimbursement of documented ordinary losses, including lost time, or reimbursement for extraordinary losses. In the alternative to Credit Monitoring, Settlement Class Members can elect to receive an Alternative Cash Payment, elaborated below, *infra* ¶ 2.3.2(e). The Settlement Administrator shall send an activation code to each valid credit monitoring services claimant within fourteen (14) days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 90 days after the date of issuance and may be used to activate the full 3-year term at any time during that 90-day period. IDX shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of three (3) years from the date of activation.

**2.3.2 Monetary Settlement Benefits.** In addition to (and not in lieu of) Credit Monitoring, Settlement Class Members may make a Settlement Claim for reimbursement of documented ordinary losses, including lost time, and/or reimbursement for extraordinary losses, as further described below. As an alternative to filing a Settlement Claim for Credit Monitoring, Settlement Class Members may submit a claim to receive an Alternative Cash Payment, as explained in ¶ 2.3.2(e).

**2.3.2(a) Documented Ordinary Losses.** Settlement Class Members may submit a claim for documented out-of-pocket expenses fairly traceable to the Incidents, with compensation capped at \$1,500 per individual. Ordinary Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the Incidents through the date of claim submission; and (iii) bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented out-of-pocket losses reasonably related to the Incidents or to mitigating the effects of the Incidents. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Incidents. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

**2.3.2(b) Attested Time Spent.** A Settlement Class Member who spent time remedying issues related to the Incidents can receive reimbursement for up to ten (10) hours of lost time at a rate of \$30 per hour, provided they submit a written attestation that they spent the

claimed time responding to issues raised by the Incidents, including but not limited to, (i) changing passwords on potentially impacted accounts; (ii) monitoring for or investigating suspicious activity on potentially impacted medical, financial, or other accounts; (iii) contacting a medical provider or financial institution to discuss suspicious activity; (iv) signing up for identity theft or fraud monitoring; or (v) researching information about the Incidents, assessing the impact, or investigating how to protect themselves from harm due to the Incidents. No additional documentation shall be required for members of the Settlement Class to receive compensation for attested time spent. Claims made for time spent can be combined with reimbursement for Ordinary Losses subject to the \$1,500.00 aggregate individual cap.

**2.3.2(c) Documented Extraordinary Losses.** Settlement Class Members are eligible for compensation for extraordinary losses resulting from the Incident, up to a maximum of \$10,000.00, upon submission of a valid Claim Form and supporting documentation, provided that: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Incidents; (iii) the loss occurred between March 2022 and the Claims Deadline; (iv) the loss is not already covered by one or more of the normal reimbursement categories; (v) the claimant made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, demonstrating any exhaustion of credit monitoring insurance and identity theft insurance. Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Private Information. To receive reimbursement for any Documented Extraordinary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Incidents, if not readily apparent from the documentation.

The Settlement Administrator shall determine whether a claimed loss is fairly traceable to the Incidents based on a review of the documentation submitted and any additional information provided. Claims not based on facts alleged in the operative Complaint shall not be eligible for reimbursement.

**2.3.2(d) California Statutory Payment.** California Settlement Subclass Members will receive a \$50 payment in recognition of their statutory claims including under the CMIA and CCPA (“California Statutory Payment”). The California Statutory Payment is made to California Settlement Subclass Members in addition to but not as a substitute for all other settlement benefits. California Settlement Subclass Members to whom Mindpath provided notice of the Incidents in or around January 2023 to a California mailing address shall automatically receive the California Statutory Payment and, at the notice stage, shall be given the opportunity to update their mailing address and elect to receive payment via digital means.

Settlement Class Members who do not receive automatic payments shall be afforded an opportunity to submit documentation confirming California residency at the time of either Incident to establish eligibility. The amount of the California Statutory Payment is subject to a *pro rata* increase or decrease as set forth in paragraph 2.8 *infra*.

**2.3.2(e) Alternative Cash Payment.** As an alternative to filing a Settlement Claim for Credit Monitoring, Settlement Class Members can elect to make a claim for an Alternative Cash Payment. To receive this Alternative Cash Payment, Settlement Class Members must submit a valid Claim Form with the election. The amount of the Alternative Cash Payment shall be determined in accordance with paragraph 2.8 *infra*, which will depend on the amount left in the Net Settlement Fund after other benefits have been distributed. For purposes of notice, all

Settlement Class Members will be provided an estimate of \$50 and informed that it is subject to a *pro rata* increase or decrease based on a number of factors such as the claims rate.

The Alternative Cash Payment shall only be available to Settlement Class Members who do not elect to receive Credit Monitoring, and who timely submit a valid claim selecting the cash option. No documentation will be required to receive the Alternative Cash Payment.

**2.4 Assessing Claims for Documented Losses.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary Losses or Extraordinary Losses reflect valid unreimbursed economic losses actually incurred that are fairly traceable to the Incidents but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

**2.5 Assessing Claims for Lost Time.** The Settlement Administrator shall have the sole discretion and authority to determine the validity of claimed lost time, and are based on the facts alleged in the operative Complaint. The Settlement Administrator may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

**2.6 Assessing Claims for Alternative Cash Payments.** A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Settlement Class Member must submit a valid Claim Form that clearly indicates that the Settlement Class Member is electing to claim the



Alternative Cash Payment in lieu of Credit Monitoring made available under this Settlement Agreement and, specifically, Paragraph 2.3.1 above. The Settlement Administrator shall verify that the Claim Form includes a proper election and that the claimant did not also request Credit Monitoring. The Administrator may contact the Settlement Class member to resolve ambiguities before denying the claim.

**2.7 Determining Validity of Claim.** The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to determine whether the Settlement Class Member qualifies as a California Settlement Subclass Member or wishes to file a claim for an Alternative Cash Payment. If the claimant fails to respond to the clarification request within a reasonable time, the Settlement Administrator may deny the claim but must document the basis for doing so. Class Members receiving re-mailed notices shall be afforded a reasonable extension to respond, as discussed in Paragraph 4.2(d).

**2.8 Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Settlement Costs as defined above) to make payments for approved claims in this initial order of allocation: Documented Extraordinary Losses; Documented Ordinary Losses, including Lost Time; California Statutory Payments; Credit Monitoring; Alternative Cash Payments. In the event that the aggregate amount of all Settlement Payments exceeds the total amount of the Net Settlement Fund after payment of Court-approved Attorneys' Fees and Litigation Costs and Expenses, then all valid Extraordinary Loss Claims and Ordinary Loss Claims (including Lost Time) shall be paid in full, all California Statutory Payments

shall be made in full, all Credit Monitoring shall be awarded and then Alternative Cash Payment claims shall be proportionately determined on a *pro rata* basis. However, if after that re-allocation, the Alternative Cash Payment amount falls below \$10, then the California Statutory Payment amount shall be reduced until either: (a) the Alternative Cash Payment amount would reach \$10 or (b) the California Statutory Payment falls to \$15. In the event that, after that reallocation, the aggregate amount of all Settlement Payments still exceeds the total amount of the Net Settlement Fund, then all Settlement Payments to Settlement Class Members shall be reduced proportionately on a *pro rata* basis until the Net Settlement Fund is equal to the aggregate amount of all Settlement Payments. In no event shall the Settlement Fund be increased for any reason. In the event that the aggregate amount of all Settlement Payments does not exceed the Net Settlement Fund after the initial order of allocation, then each Settlement Class member who is entitled to receive payment for an Ordinary and Extraordinary Loss Claim, a Lost Time claim, a California Statutory Payment and/or an Alternative Cash Payment Claim shall be allocated to receive additional funds increased on a *pro rata* basis up to the following caps: \$10,000 for Extraordinary Losses, \$1,500 for Ordinary Losses, \$300 for California Statutory Payments, and \$100 for Alternative Cash Payments.

**2.9 Disputes.** To the extent the Settlement Administrator determines a claim is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) calendar days to cure the deficiencies, unless it appears that the deficiency is likely the product of a fraudulent filing (such as by a claimant not in Defendant's records). Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement

Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) calendar days. For Settlement Class Members who receive a re-mailed notice, the cure period shall be reasonably extended to ensure fairness. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations. The basis for any final denial of a claim shall be documented in the claims record.

**2.10 Residual Funds for Net Settlement Fund.** To the extent any monies remain in the Net Settlement Fund more than one hundred and twenty (120) days after the distribution of all award payments to the Settlement Class Members, a subsequent payment will be evenly made to all Settlement Class Members who cashed or deposited their award payments, provided that the average payment amount, after administration costs of a redistribution are factored in, will result in a supplemental payment equal to or greater than Ten Dollars and No Cents (\$10.00) per Settlement Class Member. Any amount remaining in the Net Settlement Fund after said additional distribution(s), if any, shall be distributed to the Non-Profit Residual Recipient.

The Parties agree that the chosen Non-Profit Residual Recipient is appropriate for a cy pres distribution under Code of Civil Procedure section 384, as the distribution benefit will be made to a non-profit whose work advances the interests of the Class. The Parties shall request that the Court reopen the judgment and amend it to reflect the cy pres distribution in accordance with Code of Civil Procedure section 384, including the unclaimed amount and any interest accrued. The Parties and their counsel confirm they have no interest in or affiliation with the Non-Profit Residual Recipient.

### **3 PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL**

**3.1** As soon as practicable after the execution of the Class Settlement Agreement,

Settlement Class Counsel shall file a Notice of Voluntary Dismissal in the District Court, and file a new matter in the Superior Court of California, County of Los Angeles and shall thereafter file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in **Exhibit D**. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of the Class Settlement Agreement;
- b) Request a stay, but not an injunction, of any actions brought by Settlement Class Members concerning the Released Claims pending final approval, consistent with Rule 3.769(h);
- c) Preliminarily certify the Settlement Class for settlement purposes only;
- d) Preliminarily approve the terms of the Class Settlement Agreement as fair, adequate, and reasonable;
- e) Appoint Representative Plaintiffs as the Settlement Class Representatives for settlement purposes only;
- f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;
- h) Approve the form and contents of a Long Notice substantially similar to the one attached hereto as **Exhibit B**, and a Short Notice substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties' respective litigation positions; the general terms of the

settlement set forth in the Class Settlement Agreement; instructions for how to object to or submit a Request for Exclusion from the settlement; the date, time, and place of the Final Approval Hearing; and that any changes to the date or location of the Final Approval Hearing will be noted on the settlement website;

- i) Appoint a Claims Administrator; and
- j) Schedule the Final Approval Hearing.

**3.2** Mindpath will consent to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement and the Court's authority to modify such order as it deems appropriate.

**3.3** Settlement Class Counsel and Mindpath shall request that the Court hold a Final Approval Hearing after notice is completed and at least one hundred (100) days after the Notice Date and grant final approval of the Class Settlement Agreement as set forth herein, subject to the Court's independent review and approval pursuant to California Rule of Court 3.769.

**3.4** The proposed Final Approval Order and Judgment that shall be filed with the motion for final approval shall be substantially in the form attached hereto as **Exhibit E** and shall, among other things:

- a) Determine the Class Settlement Agreement is fair, adequate, and reasonable;
- b) Finally certify the Settlement Class;
- c) Determine that the Notice Program, as set forth in Paragraph 4 herein, satisfies due process requirements;
- d) Provide that Settlement Class Members who do not timely opt out will be bound by the judgment and release of claims as specified in the Class Settlement

Agreement, without enjoining future filings; and

- e) Release and forever discharge Mindpath and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

#### **4      NOTICE PROGRAM**

**4.1**      Within ten (10) calendar days of entry of the Preliminary Approval Order, Mindpath will provide the Claims Administrator with a list of Settlement Class Members Mindpath has been able to identify in such format as requested by the Claims Administrator which will include, to the extent available, the name and physical mailing address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members by direct U.S. mail and substitute notice, pursuant to the Preliminary Approval Order and the Notice Program, as described in Paragraph 4 herein, and in compliance with all applicable laws including, but not limited to, the Due Process clause of the United States Constitution, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be a Settlement Cost. The Notice Program shall be designed to reach at least 70 percent of the Class. Prior to mailing, the Claims Administrator shall update addresses using the National Change of Address (NCOA) database, and re-mail any returned notices where updated addresses are reasonably available. The Claims Administrator must maintain the list of Settlement Class Members provided by Mindpath pursuant to this Paragraph 4.1 in strict confidence and may not share the list with anyone other than Mindpath.

**4.2**      Class Notice shall be provided to the Settlement Class as follows:

- a)      Within thirty (30) days after receiving the list of Settlement Class Members from Mindpath, the Claims Administrator shall send the Summary Notice as follows:

- (i) The Claims Administrator will send the Summary Notice (in postcard form) by first-class U.S. mail, postage prepaid;
- (ii) For any Short Notice (in postcard form) that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service (“U.S.P.S.”) as undeliverable, the Claims Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S.P.S. on the face of the returned mail;
- (iii) In the event the Claims Administrator transmits a Short Notice via first-class U.S. mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (“NCOA”) database maintained by the U.S.P.S., in an attempt to identify current mailing addresses for individuals whose names are provided by Mindpath. For re-mailed notices, the Claim Administrator will make reasonable efforts to highlight to the recipient the deadlines to file a claim, opt-out and/or object and make reasonable accommodations when appropriate. Recipients of re-mailed notices shall be granted an extension of at least fourteen (14) calendar days from the date of the re-mailed notice to file a claim, opt out, or object, and such deadline shall be stated in the re-mailed notice;

(iv) Neither the Settling Parties nor the Claims Administrator shall have any other obligation to mail (or re-mail) individual notices beyond the provisions enumerated in this Paragraph 4.2(a).

b) The Claims Administrator shall establish a dedicated settlement website that includes this Class Settlement Agreement, the Complaint filed in the Litigation, and the Long Notice approved by the Court. The Claims Administrator will also post on the settlement website copies of the motion for final approval of the Class Settlement Agreement, and the motion for an Attorneys' Fees, Expenses Award and Service Award and other relevant filings. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members' inquiries. The settlement website shall not include any advertising and shall remain operational from the Notice Date until one hundred eighty (180) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Mindpath. The Final Judgment shall be posted on the settlement website in accordance with California Rules of Court, rule 3.771(b).

c) The Claims Administrator shall design and implement a publication notice program intended to reach Settlement Class Members for whom Mindpath does not have contact information. The publication notice shall summarize the settlement, explain how to file a claim, object, or opt out, and direct recipients to the website for full details.

**4.3** The Short Notice and Long Notice shall be finalized by the Settling Parties no less than seven (7) days before they are sent to the Settlement Class Members. Plaintiffs shall prepare these documents, subject to Mindpath's approval, leaving sufficient time for back-and-forth for review and edits. The finalized notices must be consistent with the Court's Preliminary Approval Order and reflect any modifications required by the Court.



**4.4** The Short Notice or Long Notice approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court. Any such adjustments shall preserve the substance of the Court-approved Notice and comply with California Rules of Court, rule 3.766.

**4.5** Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program, including confirmation of remailing efforts, use of the NCOA database prior to the initial mailing (or cost-related justification for not using it), and that notice was reasonably calculated to reach Settlement Class Members in accordance with due process.

## **5 OPT-OUT PROCEDURES**

**5.1** Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator. The Request for Exclusion need not include specific language but must be reasonably understood to express the Class Member's desire to be excluded.

**5.2** To be effective, a Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Deadline, unless the Notice was re-mailed, or such other date set by the Court in the Preliminary Approval Order. For Class Members who receive a re-mailed notice, the Request for Exclusion must be postmarked no later than fourteen (14) calendar days after the re-mailing date.

**5.3** Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and

validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing. The redactions shall be sufficient to protect class member privacy while enabling the Court to verify compliance with exclusion procedures.

**5.4** All Persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation, except that no language in this Agreement shall be construed to enjoin any class member from asserting legal claims not released pursuant to Paragraph 8.1.

## **6 OBJECTION PROCEDURES**

**6.1** Each Settlement Class Member who does not file a timely Request for Exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to the Class Settlement Agreement to send their written objections to the Claims Administrator at the address indicated in the Summary Notice and Long Notice. The Long Notice shall make clear that the Court can only approve or deny the Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections. The Long Notice shall also advise that any Settlement Class Member may appear at the Final Approval Hearing and be heard, regardless of whether they submitted a written objection, and that the use of specific language or procedures is not required to preserve their right to be heard.

**6.2** Written notices of an intent to object to the Class Settlement Agreement should include all of the following:

- a) the objector's full name, address, telephone number, and email address (if any);
- b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c) the identity of any counsel representing the objector;
- d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel; and
- e) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

Objectors are not required to submit all of the above information in order to be heard by the Court at the Final Approval Hearing.

**6.3** Notwithstanding the foregoing, nothing in this Agreement shall foreclose a Settlement Class Member from being heard by the Court at the Final Approval Hearing. To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline (unless the notice was re-mailed), subject to Court approval. For Class Members who receive a re-mailed notice, written objections shall be timely if filed or postmarked within fourteen (14) calendar days of the re-mailing date.

**6.4** No Settlement Class Member shall be denied the opportunity to be heard at the Final Approval Hearing solely for failure to comply with the written objection procedures in this Paragraph. This provision shall not affect the Court's discretion to establish hearing procedures.

## **7 CLAIMS ADMINISTRATION**

**7.1** The Claims Administrator shall administer and calculate the payments to Class Members.

**7.2** No Person shall have any claim against the Claims Administrator, Mindpath, the Released Parties, Mindpath's counsel, Settlement Class Counsel, Representative Plaintiffs' Counsel, and/or the Representative Plaintiffs based on distribution of award payments to Settlement Class Members.

**7.3** The Claims Administrator shall agree to hold the Settlement Fund in an interest-bearing qualified settlement fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1 *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible.

**7.4** The Claims Administrator shall pay any taxes owed by the Settlement Fund out of the Settlement Fund. Except for funding the Settlement Fund, Mindpath shall not have any other financial obligation under the Class Settlement Agreement. In addition, under no circumstances will Mindpath have any liability for taxes or tax expenses under this Class Settlement Agreement.

**7.5** The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) or award checks for payments to Settlement Class Members within thirty (30) days after the Effective Date. No distributions will be made without authorization from the Settling Parties. Award payment checks shall be sent by first-class U.S. mail. Award payment checks (electronic and paper) shall be valid for a period of one hundred and eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred

and eighty (180) days, after which time it will become void. Settlement Class Members will be informed of this 180-day period in the Notice and on the settlement website. In the event an award payment check becomes void, the Settlement Class Member to whom that award payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against the Released Parties, and the Class Settlement Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and ninety (190) days from the issuance of the award payment checks, the Claims Administrator shall take all steps necessary to stop payment on any award payment checks that remain uncashed. Uncashed funds shall be handled consistent with Code of Civil Procedure section 384 and as further detailed in Paragraph 2.10.

**7.6** All Settlement Class Members who fail to timely cash their award payment check shall be forever barred from receiving an award payment pursuant to this Class Settlement Agreement, but will in all other respects be subject to, and bound by, the provisions of this Class Settlement Agreement, including the releases contained herein, and the Final Approval Order and Judgment. Uncashed funds shall be redistributed or distributed to the cy pres recipient in accordance with Paragraph 2.10 and Code of Civil Procedure section 384.

## **8** **RELEASES**

**8.1** Upon the Funding Date, the Releasing Parties will be deemed by operation of this Class Settlement Agreement and the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Mindpath and the Released Parties from any and all of the Released Claims and the Representative Plaintiffs only will be deemed to have also released Unknown Claims.

**8.2** Upon the Funding Date, the Releasing Parties shall be deemed to have released any claims that are released by operation of the Class Settlement Agreement and the Final Approval Order and Judgment and that are based on the facts and claims alleged in the operative Complaint.

**9 THE ATTORNEYS' FEES AND EXPENSES AWARD AND SERVICE AWARDS**

**9.1** Settlement Class Counsel may file a motion seeking reasonable attorneys' fees in an amount not to exceed one-third (33.33 percent, or \$1,166,666.67) of the Settlement Fund. In addition, Class Counsel may seek their reasonable costs and expenses in an amount not to exceed \$35,000, payable from the Settlement Fund, subject to Court approval. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund.

**9.2** Settlement Class Counsel will also request from the Court Service Awards for the Representative Plaintiffs in the amount of Five Thousand Dollars (\$5,000) each, (for a total of \$15,000) to be paid solely from the Settlement Fund. Any Service Awards shall be subject to Court approval. Mindpath will not object to Representative Plaintiffs' request for Service Award payments, unless Representative Plaintiffs' request exceeds the terms outlined in this Class Settlement Agreement.

**9.3** Within seven (7) days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Awards from the Settlement Fund to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award and the Service Awards have been deposited into this account, Settlement Class Counsel shall be responsible for distributing any Service Awards to Representative Plaintiffs and shall have sole discretion in allocating such attorneys' fees and costs, and distributing to the participating Representative Plaintiffs' Counsel firm an allocated share of such attorneys' fees and costs to that

firm. Mindpath shall have no responsibility for the distribution of attorneys' fees or costs among participating firms.

**9.4** No order of the Court, modification, reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Awards hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

**9.5** Mindpath shall not be liable for any additional attorneys' fees and expenses of Representative Plaintiffs' Counsel or Settlement Class Counsel in the Litigation beyond those awarded and approved by the Court to be paid from the Settlement Fund.

**10 CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION**

**10.1** Mindpath's willingness to settle this Litigation on a class action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Mindpath has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to the Representative Plaintiffs, the Settlement Class, or Representative Plaintiffs' Counsel/Settlement Class Counsel, unless each of the following conditions occur:

- a) The Court has entered a Preliminary Approval Order;
- b) Less than five (5) percent of the Settlement Class submits valid and timely requests to exclude themselves from the Settlement
- c) The Court enters a Final Approval Order and Judgment; and
- d) The Effective Date has occurred.

**10.2** If all of the conditions in Paragraph 10.1 are not fully satisfied and the Effective Date does not occur, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Mindpath's counsel mutually agree in writing to proceed with the Class Settlement Agreement.

**10.3** In the event that the Class Settlement Agreement is not approved by the Court or the Class Settlement Agreement is terminated in accordance with its terms, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; (b) Mindpath will still bear any costs of notice and administration through the date of termination, and (c) the terms and provisions of the Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Class Settlement Agreement.

**10.4** For the avoidance of doubt, Mindpath conditionally agrees and consents to



certification of the Settlement Class for settlement purposes only, and within the context of the Class Settlement Agreement only. If the Class Settlement Agreement is not fully approved or is otherwise terminated for any reason, Mindpath reserves its right to assert any and all objections and defenses to certification of a class, and neither the Class Settlement Agreement nor anything relating to the Class Settlement Agreement, including any Court orders, shall be offered by any person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Class Settlement Agreement.

## **11 THE COURT RETAINS JURISDICTION OVER THE ACTION**

**11.1** The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Settlement Agreement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

## **12 MISCELLANEOUS PROVISIONS**

**12.1** The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

**12.2** The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. The Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense.

The Settling Parties each agree that the settlement set forth in this Class Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

**12.3** Neither the Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

**12.4** The Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

**12.5** The Class Settlement Agreement contains the entire agreement between the Settling

Parties and supersedes all prior agreements or understandings between them. The terms of the Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of the Class Settlement Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

**12.6** The Class Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations of the parties to the Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to that State's choice of law principles.

**12.7** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

**12.8** The individuals signing this Class Settlement Agreement on behalf of Mindpath represent that they are fully authorized by Mindpath to enter into, and to execute, this Class

Settlement Agreement on its behalf. Representative Plaintiffs' Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Mindpath on behalf of Representative Plaintiffs, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

**12.9** None of the Settling Parties shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

**12.10** The Settling Parties agree that, subject to Paragraph 12.3 of this Agreement, this Class Settlement Agreement, and the Final Approval Order and Judgment following from the Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

**12.11** In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Mindpath does not exercise its right to terminate under Paragraph 10 of this Class Settlement Agreement.

**12.12** If applicable, within thirty (30) days after Award payments are funded, Settlement Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement and certify the same.

**12.13** All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

Representative Plaintiffs' and the Settlement Class Counsel:	Mindpath:
---	-----------

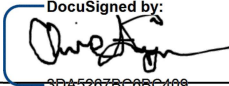
<p>Nicholas A. Migliaccio  Jason S. Rathod  Saran Q. Edwards  MIGLIACCIO &amp; RATHOD LLP  412 H St. NE, Suite 302  Washington, D.C. 20002  Telephone: (202) 470-3520  <a href="mailto:nmigliaccio@classlawdc.com">nmigliaccio@classlawdc.com</a>  <a href="mailto:jrathod@classlawdc.com">jrathod@classlawdc.com</a>  <a href="mailto:sedwards@classlawdc.com">sedwards@classlawdc.com</a></p> <p>Thiago M. Coelho  WILSHIRE LAW FIRM, PLC  3055 Wilshire Blvd., 12<sup>th</sup> Fl.  Los Angeles, CA 90010  Telephone: (213) 381-9988  <a href="mailto:thiago@wilshirelawfirm.com">thiago@wilshirelawfirm.com</a></p> <p>Laura Van Note  COLE &amp; VAN NOTE  555 12th Street, Ste. 2100  Oakland, California 94607  Telephone: (510) 891-9800  <a href="mailto:lvn@colevannote.com">lvn@colevannote.com</a></p>	<p>Starr T. Drum  POLSINELLI PC  2100 Southbridge Pkwy., Ste. 650  Birmingham, AL 35209  Telephone: (205) 963-7136  <a href="mailto:sdrum@polsinelli.com">sdrum@polsinelli.com</a></p>
--	--

Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph 12.13.

**12.14** The Representative Plaintiffs, Representative Plaintiffs’ Counsel/Settlement Class Counsel, Mindpath and Mindpath’s counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by the Representative Plaintiffs, all Representative Plaintiffs’ Counsel/Settlement Class Counsel, and by counsel for and representative(s) of Mindpath.


IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: \_\_\_\_\_, 2025  
Corina Lowrey, *Representative Plaintiff*

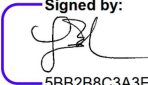
Dated: 8/19/2025, 2025  
  
Christen Lynch, *Representative Plaintiff*


Dated: 8/19/2025, 2025  
  
Desislava Tsvetanova, *Representative Plaintiff*

Dated: \_\_\_\_\_, 2025  
Jason S. Rathod, *Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel*

Dated: 8/19/2025, 2025  
  
Thiago M. Coelho, *Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel*

Dated: 8/19/2025, 2025  
  
Laura Van Note, *Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel*

Dated: 8/18/2025, 2025  
  
Laura Ashpole, *Chief Legal Officer, Community Psychiatry Management, LLC*

Dated: 8/18/2025, 2025  
  
Starr T. Drum, *Counsel for Defendant Community Psychiatry Management, LLC*

IN WITNESS WHEREOF, the Settling Parties hereto have caused the Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: <u>08/18/2025</u> , 2025	<u>Corina Lowrey</u> Corina Lowrey, <i>Representative Plaintiff</i>
Dated: _____, 2025	_____ Christen Lynch, <i>Representative Plaintiff</i>
Dated: _____, 2025	_____ Desislava Tsvetanova, <i>Representative Plaintiff</i>
Dated: <u>August 20</u> , 2025	<u>/s/ Jason Rathod</u> Jason S. Rathod, <i>Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel</i>
Dated: _____, 2025	_____ Thiago M. Coelho, <i>Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel</i>
Dated: _____, 2025	_____ Laura Van Note, <i>Representative Plaintiffs' Counsel and Proposed Settlement Class Counsel</i>
Dated: _____, 2025	_____ Laura Ashpole, <i>Vice President, Associate General Counsel, Community Psychiatry Management, LLC</i>
Dated: _____, 2025	_____ Starr T. Drum, <i>Counsel for Defendant Community Psychiatry Management, LLC</i>

# EXHIBIT B



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$3.5M Mindpath Health Settlement Resolves Class Action Lawsuit Over 2022 Data Breach](#)

---