

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

<p>MICHAEL MCCALMON, individually and on behalf of all others similarly situated,</p> <p style="text-align:right">Plaintiff,</p> <p style="text-align:center">v.</p> <p>NORTHBAY HEALTHCARE CORPORATION,</p> <p style="text-align:right">Defendant.</p>	<p>Case No.: CU24-03200</p>
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SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”),¹ is entered into between Plaintiff, on behalf of himself and the Settlement Class, on the one hand, and Defendant, on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a health care services company that operates two hospitals and multiple clinics in Solano County. In the course of operating its business, Defendant collects, maintains, and stores sensitive information, including protected health information (“PHI”) and other personally identifiable information (“PII”), like names and Social Security numbers (together with PHI, “Private Information”).

2. On February 23, 2024, Defendant discovered a security incident on its IT network (the “Data Incident”). On or about April 2, 2024, Defendant first announced that it had experienced

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

the Data Incident. The Private Information of hundreds of thousands of individuals was potentially exposed as a result of the Data Incident. Upon investigation, Defendant determined that an unauthorized third party gained access to the company's systems between January 11, 2024, and April 1, 2024.

3. On or around April 23, 2024, Defendant began notifying by letter individuals who may have had their Personal Information impacted in the Data Incident.

4. As a result of the Data Incident, on April 26, 2024, Defendant was named in a class action complaint arising out of the Data Incident for negligence, breach of implied contract, unjust enrichment, and violation of California's Unfair Competition Law, Cal. Bus. Prof. Code § 17200, *et seq.* on behalf of himself and a California class (the "Complaint"). On May 2, 2024, the Complaint was served on Defendant.

5. On August 2, 2024, Defendant filed a Demurrer to the Complaint. In August and September, the parties continued to discuss the substance of the case, and at that time agreed to proceed down the path of potential early resolution.

6. On October 10, 2024, the parties agreed to go to mediation and began the process of choosing a third-party neutral and a date for mediation. By the end of October, the parties had agreed to mediate with Jill Sperber on February 12, 2025.

7. On December 27, 2024, counsel for the parties conducted a phone call. Counsel for Plaintiff was told additional notices would be sent to over 500,000 people by the end of January. Additional information about the scope of the class and details of the Data Incident were also revealed.

8. After additional notices were sent on January 29, 2025, a number of new complaints were filed (the “Related Actions”). These cases are subsumed by this Settlement, and each have been or will be dismissed.

9. The Parties mediated on February 12, 2025, and after a full day of negotiations, agreed upon the material terms of a settlement in principle.

10. Thereafter, on February 20, 2025, the Parties filed a Notice of Class-wide Settlement.

11. 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 Data Incident and the allegations made in the Complaint and in the complaints in the Related Actions, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to their 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 similarly do not concede any of the allegations in the other complaints in the Related Actions), and disclaim and deny 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 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 that this Agreement 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, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. “Action” means the lawsuit entitled: *McCalmon v. Northbay Healthcare Corporation*, Case No. CU24-03200, filed in the Superior Court for the County of Solano, California.

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

14. “Cash Payment” means compensation paid to Settlement Class Members who elect either Cash Payment A or Cash Payment B.

15. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class members, who incurred documented losses, may elect under Section V herein.

16. “Cash Payment B” means the Settlement Class Member Benefit consisting of an estimated \$100.00 cash payment (subject to *pro rata* increase or decrease) that Settlement Class Members may elect under Section V herein.

17. “Claim” means the submission of a Claim Form by a Claimant.

18. “Claim Form” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

19. “Claim 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.

20. “Claimant” means a Settlement Class member who submits a Claim Form.

21. “Class Counsel” means Kenneth Grunfeld and Kristen Lake Cardoso of Kopelowitz Ostrow PA.

22. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class’s names, postal address, telephone number and emails (if available).

23. “Class Representative” means Plaintiff Michael McCalmon.

24. “Complaint” means the Complaint filed in the Action on April 26, 2024.

25. “Court” means the Superior Court for the County of Solano, California and the Judge(s) assigned to the Action.

26. “Credit Monitoring” means up to three years of one bureau credit monitoring Settlement Class Members may elect under Section V herein.

27. “Data Incident” means the incident that was discovered in February or 2024, in which an unauthorized third party potentially gained access to Settlement Class Members’ Private Information between January 11, 2024, and April 1, 2024.

28. “Defendant” means Northbay Healthcare Corporation.

29. “Defendant’s Counsel” means Starr Drum and Mark A. Olthoff of Polsinelli PC.

30. “Effective Date” means 5 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective

Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

32. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33. “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 Award.

34. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. 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.

35. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, 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.

36. “Motion for Final Approval” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. “Motion for Preliminary Approval” means the motion that Plaintiff shall file with

the Court seeking Preliminary Approval of the Settlement.

38. “Notice” means the Postcard Notice, Long Form Notice, Settlement Website and settlement telephone line that Plaintiff and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Postcard Notice, Long Form Notice, Settlement Website and Settlement telephone line.

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

41. “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 30 days before the Final Approval Hearing.

42. “Opt-Out 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 30 days before the Final Approval Hearing.

43. “Party” means each of the Plaintiff and the Defendant, and “Parties” means Plaintiff and Defendant collectively.

44. “Plaintiff” means Michael McCalmon.

45. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

46. “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.

47. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

48. “Private Information” means Settlement Class members’ information that may have been accessible in the Data Incident, which may include protected health information (“PHI”) and other personally identifiable information (“PII”), like names and Social Security numbers.

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

50. “Released Claims” means the claims described in Section XIII of this Agreement.

51. “Released Parties” means the Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, subrogees, trustees, executors, administrators, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’ behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

52. “Releasing Parties” means (i) Plaintiff and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest

in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

53. “Service Award” shall mean the payment the Court may award the Plaintiff for serving as the Class Representative.

54. “Settlement Administrator” means Simpluris, Inc. or “Simpluris.”

55. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

56. “Settlement Class” means all persons in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; (c) the Court, the Court’s immediate family, and Court staff, and (d) anyone who validly excludes themselves from the Settlement.

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, if applicable, Credit Monitoring, elected by Settlement Class Members.

59. “Settlement Fund” means the non-reversionary \$3,600,000 all cash fund that

Defendant has agreed to pay or cause to be paid under the terms of the Settlement.

60. “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. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall also make available the Long Form Notice in Spanish. Any changes to the time or location of the Final Fairness Hearing promptly will be indicated on the Settlement Website. The Settlement Website shall remain online and operable for ninety days after Final Approval.

61. “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

62. Within 30 days after the Effective Date, Defendant shall deposit \$3,600,000 U.S. Dollars in cash into the Escrow Account to establish the Settlement Fund, less any Settlement Administration Costs paid by Defendant to the Settlement Administrator prior to the Effective Date. Once the Settlement Fund is fully funded, Defendant shall not be required to pay any more money under this Settlement.

63. Any Settlement Administration Costs that are required to be paid prior to the Effective Date will be paid for or caused to be paid directly by Defendant. The total amount paid for Settlement Administration Costs prior to the Effective Date shall be treated as if paid from the Settlement Fund and shall reduce the amount that Defendant will be required to pay or cause to be paid into the Settlement Fund after the Effective Date. Any Settlement Administration Costs that are owed after the funding of the Settlement Fund shall be paid directly from the Settlement Fund.

64. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) the Service Award awarded to the Class Representative; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

65. 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 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 on 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. Certification of the Settlement Class

66. Plaintiff shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a settlement class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class.

V. Settlement Consideration

67. When submitting a Claim for a Cash Payment, Settlement Class Members may choose either Cash Payment A or Cash Payment B. Additionally, Settlement Class Members may elect to claim Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or opts-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A –Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$4,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Security 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

documented 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 credit monitoring and identity theft protection product 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 rejected and converted into a Cash Payment B Claim.

b. Cash Payment B – Flat Cash Payment

As an alternative to Cash Payment A above, a Settlement Class Member may claim Cash Payment B, which is a flat cash payment in the estimated amount of \$100.00 (subject to *pro rata* increase or decrease depending upon the number of Valid Claims filed).

c. Credit Monitoring

In addition to electing either Cash Payment A or Cash Payment B, Settlement Class Members may elect up to three years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

68. ***Pro Rata Adjustments on Cash Payments*** - Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund 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 may 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 first for payment of

Credit Monitoring and then for Cash Payment A, and finally for Cash Payment B. Any *pro rata* increases or decreases to Cash Payment B will be on an equal percentage basis.

69. **Business Practice Changes** - Plaintiff has received assurances that Defendant has undertaken reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the facts and circumstances of the Data Incident and Defendant's responses thereto, and the changes and improvements that have been made to protect class members' Private Information.

VI. Settlement Approval

70. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval, after review by Defendant and Defendant's Counsel. The proposed 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's Counsel.

71. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Settlement Administrator and 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 individuals in the Settlement Class to opt-out of or object to the Settlement; (6) appoint the Plaintiff as the Class Representative and Kenneth Grunfeld and Kristen Lake Cardoso as Class Counsel for Settlement purposes; (7) stay the Action and Related Actions pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

72. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. 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 the United States Constitution.

73. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph 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 to Settlement Class Members who submit Valid Claims.

74. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from individuals in the Settlement Class, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

- e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;
- f. Respond to any mailed Settlement Class member inquiries;
- g. Process all opt-out requests from the Settlement Class;
- h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class 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;
- j. Distribute, out of the Settlement Fund, Cash Payments by electronic means, by paper check, or by other means;
- k. Send Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service;
- l. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;
- m. Pay Settlement Administration Costs out of the Settlement Fund following

approval by Class Counsel; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

75. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination of Notice.

VIII. Notice to the Settlement Class

76. The Defendant will coordinate to make available to the Settlement Administrator the Class List no later than 10 business days after entry of the Preliminary Approval Order.

77. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known. Notice shall also be published on the Settlement Website.

78. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert

the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. 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.

79. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

80. The Long Form Notice also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a written request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. There shall be no combined, collective, or joint opt-out requests and, in the event any combined, collective, or joint opt-out requests are submitted, they shall be deemed void as to all such persons.

81. The Long Form Notice also shall include a procedure for the Settlement Class to

object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Defendant' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. 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 private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

82. 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 identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - d. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - e. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

- f. 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.

83. The Settlement Administrator shall perform reasonable address traces for those 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 45 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.

84. The Notice Program shall be substantially completed no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Form Process and Disbursement of Cash Payments

85. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

86. 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.

87. 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.

88. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

89. 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.

90. 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. For Documented Losses Cash Payment Claimants that fail to provide sufficient information and/or documentation, the Settlement Administrator may convert their claims to a Cash Payment B Claim.

91. 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.

92. 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, or to issue a Notice of Deficiency.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

93. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant' Counsel. Additionally, Class Counsel and Defendant' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

94. No person or entity shall have any claim against Defendant, Defendant' 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.

95. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 75 days after the Effective Date.

96. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall receive a paper check in the mail. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

97. The Settlement Administrator will send notice to Settlement Class Members with Valid Claims that elected Credit Monitoring with information on how to enroll in the program, including the activation code.

X. Final Approval Order and Final Judgment

98. The Plaintiff shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Award, no later than 45 days before the original date set for the 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 also will 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 in the Agreement.

99. 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 Award. 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 any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties 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 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.

XI. Service Award, Attorneys' Fees and Costs

100. **Service Award** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities as Class Representative, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$5,000.00. If approved, the Service Award shall be paid 30 days after the Effective Date by the Settlement Administrator out of the Settlement Fund. The Service Award payment to the Class Representative shall be separate and apart from his entitlement to benefits from the Settlement Fund.

101. **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 costs. The attorneys' fees and cost awards approved by the Court shall be paid 30 days after the Effective Date by the Settlement Administrator out of the Settlement Fund by wire transfer to an account

designated by Class Counsel.

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

XII. Disposition of Residual Funds

103. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund and/or funds remaining after the *pro rata* adjudgment in Paragraph 68, within 45 days following the 90-day check negotiation period, all remaining funds shall be distributed, subject to Court approval, to the Electronic Privacy Information Center, a 26 U.S.C. § 501(c)(3) non-profit organization that promotes digital privacy efforts and awareness.

XIII. Releases

104. As of the Effective Date, the Releasing Parties shall automatically be deemed to have fully, finally, and irrevocably released and forever discharged the Released Parties of, and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Incident; (b) the Action; or (c) any of the alleged violations of laws or regulations cited in the Complaint.

105. Plaintiff and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

106. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits under the Settlement.

107. With respect to the Released Claims, Plaintiff and Settlement Class Members understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiff and Settlement Class Members took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims. Consequently, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

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.

108. Plaintiff or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

109. 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.

XIV. Termination of Settlement

110. This Agreement shall be subject to and is 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 resolved in favor of Final Approval; and

d. The Effective Date has occurred.

111. In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated in accordance with its terms, the Parties may 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) Defendant 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 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.

112. Defendant shall have the option to terminate this Agreement if more than 500 members of the Settlement Class opt out of the Settlement. Defendant shall notify Class Counsel and the Court of its or their intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

XV. No Admission of Liability

113. 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.

114. 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 fully 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.

115. 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.

116. 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 the Settlement Class, 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.

117. In addition to any other defenses Defendant 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

118. **Medicare/Medicaid Reporting.** To enable reporting to the Centers for Medicare & Medicaid Services, any Settlement Class Member that is a Medicare beneficiary who sought services from a health care professional for emotional distress arising out of the Data Incident and will receive payment of over \$750 under this Settlement will be required to provide additional information, including their full name, gender, date of birth, and Social Security Number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.

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

120. 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.

121. 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.

122. 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.

123. 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 set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind have been made by any Party, except as provided for herein.

124. 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.

125. 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 California, without regard to the principles thereof regarding choice of law.

126. 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.

127. Jurisdiction. The Court shall retain jurisdiction over the interpretation, 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.

128. 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:

Kenneth Grunfeld
Kristen Lake Cardoso
Kopelowitz Ostrow P.A.
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
grunfeld@kolawyers.com
cardoso@kolawyers.com

If to Defendant or Defendant Counsel:

Starr Drum
Mark A. Olthoff
Polsinelli PC
900 W. 48th Place
Kansas City, MO 64112
sdrum@polsinelli.com
molthoff@polsinelli.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.

129. 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.

130. 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.

131. Authority. Class Counsel (for Plaintiff and the Settlement Class), and Defendant's Counsel (for Defendant), 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 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.

132. 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.

133. 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 counsel, consultants, and/or 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.

134. 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

 (Mar 25, 2025 15:43 PDT)

MICHAEL MCCALMON

Date: Mar 25, 2025

CLASS COUNSEL



Ken Grunfeld (Mar 25, 2025 20:56 EDT)

KENNETH GRUNFELD
KOPELOWITZ OSTROW P.A.

Date: Mar 25, 2025

NORTHBAY HEALTHCARE CORPORATION

By: _____
Its _____

Date: _____

NORTHBAY HEALTHCARE CORPORATION'S COUNSEL

STARR DRUM
POLSINELLI PC

Date: _____

PLAINTIFF

MICHAEL MCCALMON

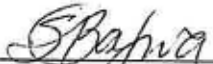
Date: _____

CLASS COUNSEL

KENNETH GRUNFELD
KOPELOWITZ OSTROW P.A.

Date: _____

NORTHBAY HEALTHCARE CORPORATION


By: SUKHWINDER BAJWA
Its CHIEF LEGAL OFFICER

Date: 03/25/2025

NORTHBAY HEALTHCARE CORPORATION'S COUNSEL


STARR DRUM
POLSINELLI PC

Date: 3/25/2025

EXHIBIT 1
(POSTCARD NOTICE)

Why am I receiving this Notice?

A Settlement has been reached with Northbay Healthcare Corporation in a class action lawsuit concerning the cyberattack on Northbay's computer systems that occurred between January 11, 2024, and April 1, 2024. Files containing Settlement Class members' Private Information may have been accessed. Northbay denies that it did anything wrong, and the Court has not decided who is right. The Parties have agreed to settle the Action to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement?

The Court has defined the Settlement Class as: "all persons in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident."

What are the Settlement Class Member Benefits?

(1) You may claim three years of Credit Monitoring Services. (2) If you incurred actual, documented monetary losses, you may submit a claim for reimbursement of up to \$4,000.00. (3) If you did not incur documented monetary losses, you may claim a \$100.00 payment, subject to *pro rata* increase or decrease depending upon the number of Valid Claims filed. Requirements and instructions may be found at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

How do I receive a Settlement Class Member Benefit?

To submit a Claim for Credit Monitoring and/or a \$100.00 Cash Payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. To submit a Claim for documented losses, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by [DATE].

Who represents me?

The Court has appointed attorneys Kenneth Grunfeld and Kristen Lake Cardoso of Kopelowitz Ostrow P.A., to represent you and the Class ("Class Counsel").

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

If you do not want to be legally bound by the Settlement, you must opt-out by [DATE] or you will not be able to sue Northbay for the claims made in this lawsuit. If you opt out, you cannot receive any Settlement Class Member Benefits. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement and the Long Form Notice, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explain how to opt out or object.

When will the Court approve the Settlement?

The Court will hold a Final Approval Hearing in this case on [DATE] at the Old Solano Courthouse, Courtroom 1, 580 Texas St., Fairfield CA 94533, to consider whether to approve the Settlement. The Court will also consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. Class Counsel will request up to one-third of the Settlement Fund for attorneys' fees and a Service Award of \$5,000.00 for each Class Representative. You may attend the Final Approval Hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY.
VISIT
[WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)



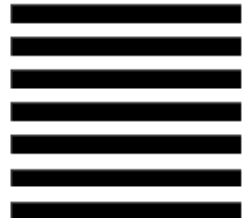
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

**Northbay Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799**

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Northbay Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
SIMPLURIS INC

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200

IF YOUR PRIVATE INFORMATION WAS INVOLVED IN THE JANUARY 11 - APRIL 1, 2024, NORTHBAY
HEALTHCARE DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT
YOUR RIGHTS AND ENTITLE YOU TO A CASH PAYMENT.

For more information about the proposed class action settlement, including how to submit a claim, opt-out, or submit an objection,
please visit [www.\[SettlementWebsite\].com](#) or call toll-free 1-XXX-XXX-XXXX

A court has authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.

«IMbFullBarcodeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«Barcode_Encoded_123867»

CLAIM FORM

Class Member Name: «FirstName» «LastName»

Mailing Address: «Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

Class Member ID: «SIMID»

PIN: «PIN»

Notice ID: «Claim Login ID»

Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than [DEADLINE]. Only one Claim Form per Settlement Class Member.

New Mailing Address (only complete if incorrect above): _____

City: _____ State: _____ Zip Code: _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

☐ Check this box if you would like to receive three years of Credit Monitoring from a credit bureau.

☐ Check this box if you would like to claim a flat one-time Cash Payment of \$100,000.

How would you like to be paid:

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

Your email address (REQUIRED): _____

You must notify the Settlement Administrator if your contact information is different from what is shown above, or changes after you submit this form.

Signature: _____

Date: ____/____/____

Print Name: _____

«Barcode»
«BarcodeString»

SIMID «SIMID»

EXHIBIT 2
(LONG FORM NOTICE)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200
Superior Court for the County of Solano, California

IF YOUR PRIVATE INFORMATION WAS INVOLVED IN THE
JANUARY 11 - APRIL 1, 2024, NORTHBAY HEALTHCARE DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS
AND ENTITLE YOU TO A CASH PAYMENT.

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with the Northbay Healthcare Corporation (“Northbay” or “Defendant”) in a class action lawsuit. This Action concerned the targeted cyberattack on Northbay's computer systems that occurred on or about between January 11, 2024, and April 1, 2024 (the “Data Incident”). Certain files that may have contained the Private Information of Settlement Class members, including protected health information (“PHI”) and other personally identifiable information (“PII”), like names and Social Security numbers, may have been accessed by unauthorized third parties.
- The Action is captioned *McCalmon v. Northbay Healthcare Corporation*, Case No. CU24-03200, pending in the Superior Court for the County of Solano, California.
- Northbay denies that it did anything wrong, and the Court has not decided who is right.
- The Parties have agreed to settle the Action to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- Northbay's records indicate that you are a Settlement Class member, and entitled to Settlement Class Member Benefits under the Settlement. You may have received a previous notice directly from Northbay.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>The only way to receive Settlement Class Member Benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2025
OPT-OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2025
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement Class Member Benefits.	<u> </u> , 2025
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive Settlement Class Member Benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT CLASS MEMBER BENEFITS	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT CLASS MEMBER BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
OPTING OUT OF THE SETTLEMENT	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT	7
THE COURT'S FINAL APPROVAL HEARING	8
IF I DO NOTHING	8
GETTING MORE INFORMATION	9

Basic Information

1. Why was this Notice issued?

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

The lawsuit is captioned *McCalmon v. Northbay Healthcare Corporation*, Case No. CU24-03200, pending in the Superior Court for the County of Solano, California. The person that filed this lawsuit is called the "Plaintiff" (or "Class Representative") and the entity he sued, Northbay Healthcare Corporation, is called the "Defendant."

2. What is this Action about?

This Action alleges that between January 11, 2024, and April 1, 2024, a targeted cyberattack was carried out on Northbay's computer systems, and certain files that contained Settlement Class members' Private Information were accessed. These files may have contained personal information such as protected health information and personally identifiable information, like names and Social Security numbers.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class members." One court resolves the lawsuit for all class members, except for those who opt out from the settlement. In this Settlement, the Class Representative is Michael McCalmon, and everyone included in this Action are the Settlement Class members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiff or the Defendant is right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Settlement Class members to receive Settlement Class Member Benefits from the Settlement. Plaintiff and his attorneys think the Settlement is best for all Settlement Class members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class this way: “all persons in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff, and (d) anyone who validly excludes themselves from the Settlement.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Northbay Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

The Settlement Class Member Benefits

7. What does the Settlement provide?

Northbay will establish a Settlement Fund of \$3,600,000. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, a Service Award for the Class Representative, and Settlement Administration Costs. All of the remaining funds will be used to pay the Settlement Class Member Benefits described below.

You may claim Credit Monitoring services and **either** Cash Payment A **or** Cash Payment B.

CREDIT MONITORING SERVICES. All Settlement Class members are eligible to receive 3 years of Credit Monitoring services. This includes:

- (1) real time monitoring of the Settlement Class member’s credit file at a credit bureau;
- (2) dark web monitoring;
- (3) identity theft insurance coverage for up to \$1,000,000; and
- (4) fully managed identity recovery services

CASH PAYMENTS. All Settlement Class members are eligible for a Cash Payment. If you may select **only one** Cash Payment, **not both**.

Cash Payment A – Documented Losses. If you incurred actual, **documented** out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$4,000.00.

This benefit covers expenses like:

- (1) bank, credit card, and debit card fees;
- (2) overdraft, declined payment, and returned check fees;
- (3) cost to replace your driver's license, Social Security number, or other types of identification;
- (4) long distance phone charges, cell phone charges (if charged by the minute), or data charges (if charged by the amount of data used);
- (5) fees for credit reports or credit monitoring; and
- (6) losses due to identity theft or fraud

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but **self-prepared documents by themselves are not sufficient** to file a valid claim.

If you claim Cash Payment A, you may not also claim Cash Payment B.

Cash Payment B – Flat Cash Payment. If you did not incur documented losses as a result of the Data Incident you are still eligible for a one-time cash payment of \$100.00, subject to *pro rata* increase or decrease depending upon the number of Valid Claims filed.

If you claim Cash Payment B, you may not also claim Cash Payment A.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Northbay Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

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

Unless you opt out of the Settlement, you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The “Releases” section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a Claim for a Settlement Class Member Benefit?

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

Northbay Data Incident Settlement

c/o Settlement Administrator
[PO Box Address].

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

If you are only submitting a claim for Credit Monitoring and/or Cash Payment B, you may also complete the Claim Form included in your Postcard Notice and mail the Claim Form to the Settlement Administrator at the above address.

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Claim deadlines?

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

11. When will the Settlement Class Member Benefits be issued?

The Court will hold a Final Approval Hearing on [redacted], 2025 (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys Kenneth Grunfeld and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel to represent you and other Settlement Class members.

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs, which will be paid from the Settlement Fund.

Class Counsel will also ask for a Service Award of \$5,000.00 for the Class Representative. The Service Award will be paid from the Settlement Fund.

Opting Out of the Settlement

15. How do I opt-out of the Settlement?

If you do not want to be part of the Settlement, you must formally opt out of the Settlement. If you opt out, you will not receive any Settlement Class Member Benefits, but you will keep any rights you may have to sue Northbay on your own about the legal issues in this case.

If you opt out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you opt out.

The deadline to opt out of the Settlement is **[Opt-Out Deadline]**.

To be valid, your request to opt out of the Settlement must have the following information:

- (1) the name of the Action: *McCalmon v. Northbay Healthcare Corporation*, Case No. CU24-03200, pending in the Superior Court for the County of Solano, California;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) personal signature; and
- (4) a statement indicating a request to be excluded from the Settlement Class.

You may only submit a request to opt out on your own behalf—not on behalf of any other person.

Mail your request to opt out of the Settlement to the Settlement Administrator at:

Northbay Data Incident Settlement
ATTN: Exclusion Request
[PO Box Address]

Your request to opt-out of the Settlement must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

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

You cannot object if you have opted out of the Settlement (**see Question 15**)

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

- (1) the name of the Action: *McCalmon v. Northbay Healthcare Corporation*, Case No. CU24-03200, pending in the Superior Court for the County of Solano, California;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) a clear description of all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;

- (5) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) your signature (if you have hired your own lawyer, your lawyer's signature is *not* sufficient).

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **OBJECTION DATE**. You must also send copies of the objection to Class Counsel and both counsel for Defendants.

Clerk of the Court	Class Counsel	Counsel for Defendants	Administrator
Clerk of the Court [COURT ADDRESS]	Kenneth Grunfeld Kristen Lake Cardoso Kopelowitz Ostrow P.A. 1 W. Las Olas Blvd. Ste. 500 Fort Lauderdale, FL 33301	Starr Drum Mark A. Olthoff Polsinelli PC 900 W. 48th Place Kansas City, MO 64112	Northbay Data Incident Settlement ATTN: Objections [PO Box Address]

17. What is the difference between objecting and opting out?

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

The Court's Final Approval Hearing

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

The Court will hold a Final Approval Hearing on _____, 2025 at _____: _____ **Eastern Time**, in Courtroom 1 of the Superior Court for the County of Solano, California, at Old Solano Courthouse, 580 Texas Street, Fairfield, CA 94533.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award a Service Award to the Class Representative who brought this Action on behalf of the Settlement Class. The Court will also consider any objections to the Settlement.

If you are a Settlement Class member, you or your lawyer may ask permission to speak at the Final Approval Hearing at your own cost (**See Question 16**).

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive any Settlement Class Member Benefits.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

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

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Northbay Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, Old Solano Courthouse, 580 Texas Street, Fairfield, CA 94533.

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

EXHIBIT 3
(CLAIM FORM)

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

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200
Superior Court for the County of Solano, California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

GENERAL INSTRUCTIONS

Who is eligible to file a Claim? All Settlement Class members may file a Claim. The Court has defined the Settlement Class this way: "all persons in the United States whose Private Information was compromised as a result of the Data Incident and who were sent notice of the Data Incident." The Data Incident is the targeted cyberattack that was carried out on Northbay's computer systems between January 11, 2024, and April 1, 2024.

Excluded from the Settlement Class are: (a) all persons who are governing board members of Northbay Healthcare Corporation; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff, and (d) anyone who validly opts out of the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT CLASS MEMBER BENEFITS

AVAILABLE SETTLEMENT CLASS MEMBER BENEFITS

Northbay will establish a Settlement Fund of \$3,600,000. The Settlement Fund will be used to pay court-approved attorneys' fees and costs, a Service Award for the Plaintiff, and the costs of administering the Settlement. All of the remaining funds will be used to pay for the benefits described below.

You may claim Credit Monitoring Services and **either** Cash Payment A **or** Cash Payment B.

CREDIT MONITORING SERVICES. All Settlement Class members are eligible to receive 3 years of Credit Monitoring Services. This includes:

- (1) real time monitoring of the Settlement Class member's credit file at a credit bureau;
- (2) dark web monitoring;
- (3) identity theft insurance coverage for up to \$1,000,000; and
- (4) fully managed identity recovery services.

CASH PAYMENTS. All Settlement Class members are eligible for a Cash Payment. You may select **only one** Cash Payment, **not both**.

Cash Payment A – Documented Losses. If you incurred actual, **documented** out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$4,000.00.

This benefit covers expenses like:

- (1) bank, credit card, and debit card fees;
- (2) overdraft, declined payment, and returned check fees;

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200
Superior Court for the County of Solano, California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

- (3) cost to replace your driver's license, Social Security number, or other types of identification;
- (4) long distance phone charges, cell phone charges (if charged by the minute), or data charges (if charged by the amount of data used);
- (5) fees for credit reports or credit monitoring; and
- (6) losses due to identity theft or fraud.

You must submit documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but **self-prepared documents by themselves are not sufficient** to file a valid claim.

If you claim Cash Payment A, you may not also claim Cash Payment B.

Cash Payment B – Flat Cash Payment. If you did not incur documented losses as a result of the Data Incident you are still eligible for a one-time cash payment of \$100.00, subject to *pro rata* increase or decrease depending upon the number of Valid Claims filed.

If you claim Cash Payment B, you may not also claim Cash Payment A.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Northbay Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

THE EASIEST WAY TO SUBMIT YOUR CLAIM IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

Northbay Data Incident Settlement
c/o Settlement Administrator
[PO Box Address]

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

If you are only submitting a claim for Credit Monitoring and/or Cash Payment B, you may also complete the Claim Form included in your Postcard Notice and mail the Claim Form to the Settlement Administrator at the above address.

The deadline to submit a Claim Form online is [Claims Deadline]. If you are mailing your Claim Form, it must be mailed with a postmark date no later than [Claims Deadline].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200
Superior Court for the County of Solano, California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

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. All fields are required.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING SERVICES (AVAILABLE TO ALL SETTLEMENT CLASS MEMBERS)

☐ Check this box if you would like to receive 3 years of 1-bureau credit monitoring.

III. CASH PAYMENT A – DOCUMENTED LOSSES

☐ Check this box if you are claiming reimbursement for **documented** out-of-pocket losses that were incurred as a result of the Data Incident. **You must submit supporting documentation.** You may submit “self-prepared” documents to add clarify or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a valid claim.

The maximum amount for this reimbursement is \$4,000.00 per Class Member.

Please complete the table on the next page, describing the supporting documentation you are submitting.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **www.[SettlementWebsite].com**

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

McCalmon v. Northbay Healthcare Corporation
Case No. CU24-03200
Superior Court for the County of Solano, California

DATA INCIDENT SETTLEMENT CLAIM FORM

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

Description of Documentation Provided	Amount
Example: Overdraft fees	\$40
TOTAL OUT-OF-POCKET LOSSES:	

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

If you make a Claim under this section, skip Section IV and go to Section V.

IV. CASH PAYMENT B – FLAT CASH PAYMENT

- ☐ Check this box if you do not have documented claims, but want to claim a one-time flat cash payment of \$100.00, subject to *pro rata* increase or decrease depending upon the number of Valid Claims filed.

V. ATTESTATION & SIGNATURE

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

Signature

Printed Name _____

Date _____

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)