

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JOAQUIN

CURTIS MCCLEAN, BRANDI N.
CANADY, RACHAEL REESE, LEA
JACOBS, ELOYD S. LONG, MONICA
ENRIGUEZ, DAVID UNDERWOOD and
ORNEZE COIT, individually, and on behalf
of all others similarly situated,

Plaintiffs,
v.

SIGNATURE PERFORMANCE, INC.,

Defendants.

CASE NO. STK-CV-UBT-0016713

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Curtis Mclean, Brandi N. Canady, Rachael Reese, Eloyd S. Long, Monica Enriguez, David Underwood, and Orneze Coit (collectively “Plaintiffs”), on behalf of themselves and the Settlement Class, and Signature Performance, Inc. (“Signature”) (“Defendant,” all collectively referred to as the “Parties”), as of the date last signed below. 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. Procedural History

1. Defendant Signature is a provider of administrative services and solutions for healthcare clients across the country. Defendant’s clients include healthcare providers, such as Southeastern Regional Medical Center d/b/a UNC Health (“Southeastern”) and Adventist Health System/West and Adventist Health Tulare (collectively, “Adventist Health”), payers, and healthcare intellectual property organizations. During the normal operations of its business,

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

Signature collects and maintains the Private Information of its healthcare clients' patients and employees.

2. On or about January 17-18, 2024, Signature's computer network was infiltrated by an unauthorized individual who accessed the Private Information belonging to approximately 232,315 of Defendant's clients' patients and employees (the "Data Incident").

3. Beginning on or about February 9, 2024, Signature began notifying the impacted individuals, some of which were patients and employees of Adventist Health Tulare, that their Private Information may have been impacted by the Data Incident.

4. Following the provision of notice, on or about June 17, 2024, Plaintiff Curtis McClean filed a complaint in the District of Nebraska seeking to recover claims on behalf of a national class of people impacted in the Data Incident.

5. Thereafter, Signature was named in four related putative class actions that were materially and substantively identical, that had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident. Those cases were consolidated into a single action, captioned *In Re Signature Performance Data Breach Litigation*, 8:24-cv-00230-BCB-RCC (D. Nebraska), which included Signature, as well as Adventist Health and Southeastern as Defendants, and the Court appointed Tyler J. Bean, M. Anderson Berry, Bryan L. Bleichner, Jeff Ostrow, and Jason Wucetich as Interim Co-Lead Counsel.

6. Shortly thereafter, the Parties began discussing settlement and scheduled a mediation with experienced class action mediator Bennett G. Picker, Esq. of Stradley Ronon Stephens & Young LLP. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of

victims impacted, and the specific type of information breached. The Parties also exchanged mediation statements in advance of the mediation.

7. The Parties mediated on April 30, 2025. Following several hours of negotiations, they reached an agreement on the material terms of a class wide settlement. During the mediation, Class Counsel made a jurisdictional determination to resolve the Action in this Court.

8. Plaintiffs will dismiss their action in the United States District Court for the District of Nebraska within seven days of execution of this Settlement Agreement. On November 8, 2025, Plaintiffs filed their Complaint in this Action in state court alleging negligence, negligence per se, breach of implied contract, breach of third-party beneficiary contract, unjust enrichment, and violation of California's Confidentiality of Medical Information Act ("CMIA"), Cal Civ. Code §56.10, *et seq.* and Consumer Privacy Act ("CCPA"), Cal. Civ. Code §1798.100, *et seq.* against Signature only.

9. The Parties now agree to settle the Action (including all allegations made in the Related Actions) entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant Signature has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to 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 expressly 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. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant Signature, 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

10. **“Action”** means the above-styled class action lawsuit, *Curtis McClean, et al. v. Signature Performance, Inc., et al.*, pending in Superior Court of California for the County of San Joaquin.

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

12. **“California Settlement Subclass Member”** means all Settlement Class members who were residing in California on the day of the Data Incident.

13. **“California Statutory Payment”** means the Settlement Class Member Benefit consisting of a cash payment in an estimated amount of \$200.00 that California Settlement Subclass Members may elect pursuant to Section V herein.

14. **“Cash Payment”** means Cash Payment A – Documented Losses, Cash Payment B – Undocumented Cash Payment, and California Statutory Payment.

15. **“Cash Payment A – Documented Losses”** means the Settlement Class Member

Benefit consisting of a cash payment in the maximum amount of \$5,000.00 that Settlement Class Members may elect pursuant to Section V herein.

16. **“Cash Payment B – Undocumented Cash Payment”** means the Settlement Class Member Benefit consisting of a cash payment in the estimated amount of \$200.00 that Settlement Class Members may elect pursuant to Section V herein.

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

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.

20. **“Claim Form Deadline”** shall be 90 days following the earliest day on which the Notice is first distributed 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 and/or Medical Data Monitoring.

21. **“Claimant”** means a Claimant who submits a Claim Form.

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

23. **“Class Counsel”** means Tyler J. Bean of Siri & Glimstad LLP, M. Anderson Berry of Emery Reddy, PC, Bryan L. Bleichner of Chestnut Cambronne PA, Jeff Ostrow of Kopelowitz Ostrow P.A., and Jason Wucetich of Wucetich & Korovilas LLP.

24. **“Class List”** means a list of Settlement Class Members’ names and postal addresses - that Defendant shall prepare and provide to the Settlement Administrator within 5 days of

Preliminary Approval.

25. **“Class Representatives”** mean the Plaintiffs who sign this Agreement.
26. **“Complaint”** means the operative complained in the Action filed by Plaintiffs on November 8, 2025.
27. **“Court”** means the Superior Court of California for the County of San Joaquin and the Judge(s) assigned to the Action.
28. **“Data Incident”** means the cybersecurity incident on or about January 17-18, 2024, involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.
29. **“Defendant”** means Signature Performance, Inc. (“Signature”).
30. **“Defendant’s Counsel”** means Tara Gill Nalencz of Cipriani & Werner, P.C.
31. **“Effective Date”** means the day 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) 60 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.
32. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.
33. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.
34. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Motion for Attorneys’

Fees, Costs, and Service Awards.

35. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement attached as ***Exhibit 5***. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

36. “**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.

37. “**Medical Data Monitoring**” means the Settlement Class Member Benefit consisting of three years of medical data monitoring that includes single-bureau credit monitoring and CyEx Medical Shield Medical Data Monitoring. Settlement Class Members may elect to receive this benefit pursuant to Section V, herein.

38. “**Motion for Attorneys’ Fees, Costs, and Service Awards**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking approval for attorneys’ fees, costs and expenses, and Class Representatives’ Service Awards.

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

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

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

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

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

44. **“Objection Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

45. **“Opt-Out Period”** means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days thereafter.

46. **“Party”** means each of the Plaintiffs and Defendant, and “Parties” means Plaintiffs and Defendant, collectively.

47. **“Plaintiffs”** means Curtis McClean, Brandi N. Canady, Rachael Reese, Eloyd S. Long, and Monica Enriguez, David Underwood, and Orneze Coit.

48. **“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 Settlement Class members by mail.

49. **“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.

50. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

51. **“Private Information”** means information collected and/or maintained by Defendant, including, but not limited to some combination of names, addresses, phone numbers, dates of birth, Social Security numbers, provider names, medical treatment/diagnosis information,

Driver's License/State ID numbers, health insurance provider names, and/or treatment costs.

52. **"Releases"** means the releases and waiver set forth in Section XIII of this Agreement.

53. **"Released Claims"** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint.

54. **"Released Parties"** means Defendant Signature and Adventist Health Tulare and Adventist Health System/West (collectively, "Adventist Health"), and Southeastern Regional Medical Center d/b/a UNC Health Southeastern ("Southeastern") and each entity which is controlled by, controlling or under common control with Defendant Signature or Adventist Health or Southeastern, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

55. **"Releasing Parties"** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other

advisors, and any other representatives of any of these persons and entities.

56. **“Service Awards”** means the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

57. **“Settlement Administrator”** means Verita, Inc.

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

59. **“Settlement Class”** means all living individuals who were notified by Defendant that their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Released Parties; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

60. **“Settlement Class Member”** means any member of the Settlement Class, including California Settlement Subclass Members, who has not opted-out of the Settlement.

61. **“Settlement Class Member Benefit”** means the Security enhancements described in Section V herein, as well as the Cash Payment, California Statutory Cash Payment, and Medical Monitoring that Settlement Class Members may elect under the Settlement.

62. **“Settlement Fund”** means the non-reversionary \$8,500,000.00 in cash that Defendant is obligated to fund under the terms of the Settlement.

63. **“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 (in both English and Spanish), Claim Form (in both English and Spanish), Motion for Attorneys' Fees, Costs, and Service Awards, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months following Final Approval.

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

III. Settlement Fund

65. Within 45 days following Preliminary Approval, Defendant Signature shall fund or cause to fund \$8,500,000 in cash to the Escrow Account establishing the Settlement Fund. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, and Service Awards, and all Cash Payments and Medical Data Monitoring.

66. The funds in the Escrow Account shall be deemed a “qualified settlement fund”

within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed Defendant, Defendant's Counsel, Plaintiffs, 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, Plaintiffs, 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, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

67. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a 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. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Consideration

68. When submitting a Claim, all Settlement Class Members may submit a Claim for

Cash Payment A – Documented Losses and/or Cash Payment B – Undocumented Cash Payment, and a California Statutory Cash Payment, if applicable. Additionally, all Settlement Class Members may elect to receive Medical Data Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against all Released Parties without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

All Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring 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 identity protection and credit monitoring services offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted into a “Cash Payment B – Undocumented Cash Payment” claim.

b. Cash Payment B – Undocumented Cash Payment

All Settlement Class Members may also elect to receive Cash Payment B – Undocumented Cash Payment, which is a cash payment estimated at approximately \$200.00. No supporting documentation will be necessary to elect Cash Payment B.

c. California Statutory Cash Payment

In addition to Cash Payment A and/or Cash Payment B, all California Settlement Subclass Members may also elect a California Statutory Cash Payment, which is a cash payment estimated at approximately \$200.00.

d. Medical Data Monitoring

In addition to electing Cash Payment A, Cash Payment B, and/or a California Statutory Payment, if applicable, all Settlement Class Members may also elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for identity theft.

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

70. *Injunctive Relief* – Prior to Final Approval, Defendant will provide Class Counsel with a confidential written attestation regarding the security measures that have been implemented

or will be implemented, as a result of the Data Incident, to ensure the protection of Settlement Class Members' Private Information from exposure in future data incidents. The attestation will provide sufficient information necessary for Plaintiffs to reasonably estimate the costs Defendant has incurred or will incur in connection with the measures. Defendant is responsible, separate and apart from their obligations to fund the Settlement Fund, for all costs related to the security enhancements.

VI. Settlement Approval

71. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. 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.

72. 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 Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Verita, Inc. as the Settlement Administrator; (7) appoint Plaintiffs who sign this Agreement as Class Representatives and Tyler J. Bean, M. Anderson Berry, Bryan Bleichner, Jeff Ostrow, and Jason Wucetich as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

73. The Parties agree that, subject to Court approval, Verita, Inc. 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 California Constitution and the United States Constitution.

74. 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 and Medical Data Monitoring activation codes to Settlement Class Members who submit Valid Claims.

75. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, 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 Valid Claims;
- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice 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, preparing a declaration for the Parties confirming that 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 Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Medical Data Monitoring emails instructing how to activate their Medical Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

m. Paying 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, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Data Monitoring access information have been properly distributed.

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

76. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

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. Settlement Class Members for whom a postal address is provided by Defendant or can be determined by the Settlement Administrator, shall receive a Postcard Notice by mail.

78. The Postcard 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 Settlement Class members 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 Motion 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 Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a 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 requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

81. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to

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

82. For a written 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 (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards;
- d. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- e. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- f. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

g. 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 Court will hear from any Settlement Class Member who wishes to appear at the Final Approval Hearing and make an objection orally.

84. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 30 days following the earliest day on which the Notice is first distributed, 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.

85. The Notice Program shall be completed no later than 30 days following the earliest day on which the Notice is first distributed.

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

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

87. 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.

88. 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.

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

90. 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.

91. 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.

92. 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.

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

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

94. 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. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

95. No person or entity shall have any claim against Defendant, Defendant's Counsel, Released Parties, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement

Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

96. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

97. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 180 days to select their electronic payment. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

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

X. Final Approval Order and Final Judgment

99. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, and Service Awards no later than 25 court days before the original date set for the Final Approval Hearing, and their

Motion for Final Approval of the Settlement no later than 16 court days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and the Motion for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Service Awards.

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

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

XI. Service Awards, Attorneys' Fees and Costs

101. **Service Awards** – The Class Representatives may seek Service Awards of up to \$5,000 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date.

102. **Attorneys' Fees and Costs** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to 35% of the \$8,500,000 value of the Settlement Fund (\$2,975,000), plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date.

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

XII. Disposition of Residual Funds

104. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Cash Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties will propose a *cy pres* recipient at the time Plaintiffs file their Motion for Final Approval.

XIII. Releases

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

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

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

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

106. Settlement Class Members who opt-out of the Settlement prior to the expiration of the Opt-Out Period will not release their claims, and they will not receive a Cash Payment and/or Medica Data Monitoring.

107. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

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

111. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant Signature. However, Defendant Signature shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator for the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Signature within 20 days of termination.

XV. Effect of Termination

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

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

XVI. No Admission of Liability

114. 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 and other Released Parties have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendant and other Released Parties specifically deny that a class could or should be certified in the Action for litigation purposes. Defendant and other Released Parties do 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.

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

116. 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.

117. 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 Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XVII. Miscellaneous Provisions

119. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, other Released Parties and other persons or entities as required by agreement, securities laws or other applicable laws and regulations.

120. ***Intended Third Party Beneficiaries.*** The Parties acknowledge and agree that the Released Parties (other than Defendant Signature) are intended third-party beneficiaries of this

Agreement. Accordingly, the Released Parties (other than Defendant Signature) shall be entitled to enforce the Agreement directly against the Releasing Parties as if they were a signatory to this Agreement.

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

122. ***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.

123. ***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.

124. ***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.

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

126. ***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.

127. ***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.

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

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

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

If to Plaintiffs or Class Counsel:

Tyler Bean
Siri & Glimstad LLP
745 Fifth Avenue, Ste. 500
New York, NY 10151

tbean@sirillp.com

Bryan L. Bleichner
Chestnut Cambronne PA
100 Washington Avenue S., Ste. 1700
Minneapolis, MN 55401
bbleichner@chestnutcambronne.com

M. Anderson Berry
Emery Reddy, PC
600 Stewart Street, Suite 1100
Seattle, WA 98101
anderson@emeryreddy.com

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

Jason Wucetich
Wucetich & Korovilas LLP
222 Pacific Coast Highway, Suite 2000
El Segundo, California 90245
jason@wukolaw.com

If to Defendant or Defendant's Counsel:

Tara Gill Nalencz
Cipriani & Werner, P.C.
450 Sentry Parkway, Ste. 200
Philadelphia, PA 19422
tnalencz@c-wlaw.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.

131. ***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.

132. ***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.

133. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

134. ***Agreement Mutually Prepared.*** Neither Plaintiffs 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.

135. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective

of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

136. ***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.

SIGNATURES ON THE FOLLOWING PAGES

PLAINTIFFS AND THE SETTLEMENT CLASS

 Curtis Mclean (Nov 17, 2025 17:34:02 EST)

Curtis Mclean

 Brandi N. Canady (Nov 11, 2025 15:08:03 EST)

Brandi N. Canady

Rachael Reese

Eloyd Long

 Monica Enriguez (Nov 17, 2025 14:27:32 CST)

Monica Enriguez

 David Underwood (Nov 17, 2025 14:33:21 CST)

David Underwood

Orneze Coit

PLAINTIFFS AND THE SETTLEMENT CLASS

Curtis Mclean

Brandi N. Canady

DocuSigned by:

3D3947352EBA4AE...

Rachael Reese

Eloyd Long

Monica Enriguez

David Underwood

Orneze Coit

PLAINTIFFS AND THE SETTLEMENT CLASS

Curtis Mclean

Brandi N. Canady

Rachael Reese

 Lloyd S. Long (Nov 17, 2025 10:35:46 PST)

Lloyd Long

Monica Enriguez

David Underwood

Orneze Coit

PLAINTIFFS AND THE SETTLEMENT CLASS

Curtis Mclean

Brandi N. Canady

Rachael Reese

Eloyd Long

Monica Enriquez

David Underwood


Orneze Coit (Nov 27, 2025 08:38:24 GMT+1)

Orneze Coit

CLASS COUNSEL



Tyler Bean
SIRI & GLIMSTALD LLP



M. Anderson Berry
EMERY REDDY, PC



Bryan L. Bleichner
CHESTNUT CAMBRONNE PA



Jeffrey Ostrow (Nov 10, 2025 17:46:46 EST)
Jeff Ostrow
KOPELOWITZ OSTROW P.A.



Jason Wucetich (Nov 11, 2025 15:21:41 MST)
WUCETICH & KOROVILAS LLP

SIGNATURE PERFORMANCE, INC.

By
Its

**COUNSEL FOR SIGNATURE
PERFORMANCE, INC.**



Tara Gill Nalencz (Nov 11, 2025 13:42:27 EST)
Tara Gill Nalencz
CIPRIANI & WERNER, P.C.

CLASS COUNSEL



Tyler Bean
SIRI & GLIMSTALD LLP



M. Anderson Berry
EMERY REDDY, PC

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA



Jeffrey Ostrow (Nov 10, 2025 17:46:46 EST)
Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Jason Wucetich
WUCETICH & KOROVILAS LLP

SIGNATURE PERFORMANCE, INC.



Allen M. Frederickson (Nov 13, 2025 07:42:46 CST)
By Allen M. Frederickson
Its CEO & Founder

**COUNSEL FOR SIGNATURE
PERFORMANCE, INC.**



Tara Gill Nalencz (Nov 11, 2025 13:42:27 EST)
Tara Gill Nalencz
CIPRIANI & WERNER, P.C.

**EXHIBIT 1
(POSTCARD NOTICE)**

*Curtis McClean, et al. v. Signature
Performance, Inc.,
c/o Settlement Administrator
PO Box XXXX*

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

**NOTICE OF CLASS ACTION
SETTLEMENT**

**If you were sent a notice of a Data
Incident letter from Signature
Performance, Inc., you are entitled
to submit a Claim for compensation
under a class action settlement.**

www-----.com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>.-<<zip4>>

WHO IS A SETTLEMENT CLASS MEMBER?

In the lawsuit *Curtis McClean, et al. v. Signature Performance, Inc.*, Case No. [REDACTED] approved the terms of the proposed Settlement [REDACTED], (San Joaquin County Superior Court), you are a class member **Who are the attorneys for the Plaintiffs and the proposed Class?** Class Counsel is Tyler [REDACTED] if you were subject to, and previously received, a Notice Letter notifying you of J. Bean, M. Anderson Berry, Bryan L. Bleichner Jeff Ostrow, and Jason Wucetich the Data Incident that Signature Performance, Inc. experienced in January 2024 **Do I have any obligation to pay attorneys' fees or expenses?** No. The attorneys' fees and expenses will be paid exclusively from the Settlement Fund as awarded and approved by the Court. The attorneys' fees will be in an amount not to exceed 35% of the \$8,500,000 Settlement Fund (*i.e.* no more than \$2,975,000.00).

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Under the Settlement, Defendant Signature Performance, Inc. has agreed to pay \$8,500,000.00 into a non-reversionary Settlement Fund which will be distributed **When is the Final Approval Hearing?** The Final Approval Hearing, where the Court will determine if the settlement is fair, reasonable, and adequate, will be conducted on [REDACTED] 2025 at [time].
to Settlement Class Members who submit Valid Claims, after deducting Court- approved Class Counsel's attorneys' fees and costs, and Settlement Administration Costs. Settlement Class Members may submit Claims to receive **Who is the Judge overseeing this settlement?** Honorable [REDACTED] Judge for the *pro rata* Cash Payments for (a) documented losses up to \$5,000 each; (b) a *pro rata* cash payments estimated at \$200 for undocumented losses; (c) statutory cash payment estimated at \$200 if you are a California Settlement Subclass Member; and (d) Medical Data Monitoring. Claims More information about the types of Claims and how to file them is available at the Settlement Website.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a Cash Payment, you must timely mail a Claim Form that is attached to this notice or timely complete and submit a Claim Form online at [www.\[REDACTED\].com](http://www.[REDACTED].com) ("Settlement Website"). Your Claim Form must be postmarked or submitted online no later than [REDACTED], 2025. Verita, Inc. is the Settlement Administrator.

Opt Out. You may exclude yourself from the Settlement and retain your ability to sue Defendant on your own by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than [REDACTED], 2025. If you do not exclude yourself, you will be bound by the settlement and give up your right to sue regarding the released claims.

Object. If you do not exclude yourself, you have the right to object to the settlement. Written objections must be signed, postmarked no later than [REDACTED], 2025, and provide the reasons for the objection. Please visit the Settlement Website for more details.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court's decision because this is a conditionally certified class action.

Who are the Class Representatives? Curtis McClean, Brandi N. Canady, Rachael Reese, Eloyd S. Long, Monica Enriquez, David Underwood, and Ormeze Coit are the Plaintiffs and Class Representatives in this lawsuit. They have remained engaged

in representing the Class' interests during this litigation and reviewed and

This Notice is a summary of the proposed settlement.

BRM
Postage

Curtis McClean, et al., v. Signature Performance, Inc.,
c/o Settlement Administrator
PO Box XXXX
(city, state, zip code)

CLAIM FORM

Claims must be postmarked no later than [REDACTED], 2025. You may also submit a Claim Form online no later than [REDACTED], 2025.

NAME: _____

EMAIL: _____

ADDRESS: _____

Monetary Compensation: All Settlement Class Members may submit claims for (a) documented losses up to \$5,000; (b) estimated pro rata cash payment of \$200; (c) estimated statutory cash payment of \$200 if you are a California Settlement Subclass Member; and (d) Medical Data Monitoring.

If you wish to make a claim for Documented Losses and Medical Data Monitoring, you must either do so by filing a Claim online, or by printing the full Claim Form found on the Settlement Website and submitting via mail. This is because of the need to submit supporting documentation for this Claim.

YOU MAY ONLY USE THIS CLAIM FORM FOR THE UNDOCUMENTED CASH PAYMENT AND CALIFORNIA STATUORY CASH PAYMENT.

Pro Rata Cash Payment of \$200: Would you like to receive a cash payment under the Settlement? (circle one) Yes No

If you are a Settlement Class Member, you may receive an estimated \$200 cash payment, which may be increased or decreased *pro rata* from funds remaining in the Settlement Fund after all claims are submitted.

Pro rata California Statutory Cash Payment of \$200: If you are a California Settlement Class Member, would you like to receive a cash payment under the Settlement? (circle one) Yes No

If you are a Settlement Class Member and California Settlement Subclass Member, you may receive an estimated \$200 cash payment, which may be increased or decreased pro rata from funds remaining in the Settlement Fund after all Claims are submitted.

Select from one of the following payment options:

*PayPal _____ *Venmo _____ *Zelle _____ *Virtual Prepaid Card _____ (requires an email address) Check _____

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

By signing my name below, I swear and affirm that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. _____ (signature)

EXHIBIT 2

(LONG FORM NOTICE)

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

Curtis McClean, et al., v. Signature Performance, Inc.,
Case No. STK-CV-UBT-0016713,

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

To all persons in the United States who were sent notification from Signature Performance, Inc., Adventist Health Tulare and Adventist Health System/West, or Southeastern Regional Medical Center d/b/a UNC Health Southeastern, that their Private Information was potentially compromised as a result of the Data Incident, You Could be Eligible for a benefits from a Class Action Settlement

- You may be eligible to receive benefits from a proposed \$8,500,000.00 class action settlement (“Settlement Fund”).
- The class action lawsuit concerns a cybersecurity incident that occurred in or around January 2024 (“Data Incident”) involving Signature Performance, Inc. (“Defendant” or “Signature”), in which an unauthorized third party may have gained access to Defendant’s files containing sensitive personal information, including personally identifiable information (“PII”) and protected health information (“PHI”). Defendant denies any wrongdoing and denies that it has any liability but have agreed to settle the lawsuit on a class-wide basis.
- To be eligible to make a claim, you must have received a notice of Data Breach letter of the Data Incident that occurred in January 2024.
- Eligible Claimants under the Settlement Agreement are entitled to the following benefits:
 - ❖ **Cash Payment A - Documented Loss Payment:** Reimbursement for documented losses up to \$5,000.00 per person, with supporting documentation and reimbursement;
 - ❖ **Cash Payment B - Undocumented Cash Payment:** A Settlement Class Member may elect to receive cash payment, without submitting documentation, estimated at \$200.00; and
 - ❖ **California Statutory Cash Payment:** In addition to Cash Payment A and/or Cash Payment B, a Settlement Class Member who is a California Settlement Subclass Member may also receive an additional cash payment estimated at \$200.00.
 - ❖ These Cash Payments will be increased or decreased *pro rata* depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of Cash A – Documented Losses, Service Awards, attorneys’ fees and expenses, and Notice and Administrative Expenses.
 - ❖ **Medical Data Monitoring:** In addition to electing Cash Payment A, Cash Payment B, and/or a California Statutory Payment, if applicable, Settlement Class Members may elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers’ private health information is at risk or has been exposed to medical fraud and comes with single-

bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for identity theft.

- For more information or to submit a claim visit www.████████.com or call 1-####-####-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

| | Summary of Legal Rights | Deadline(s) |
|--|--|--|
| Submit a Claim Form | The only way to receive a benefit. | Submitted or Postmarked on or Before █████, 2026 |
| Exclude Yourself By Opting Out of the Class | Receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member. | Submitted or Postmarked on or Before █████, 2026 |
| Object to the Settlement and/or Attend the Final Approval Hearing | You can write to the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on █████, 2025, about the fairness of the Settlement, with or without your own attorney. | Received on or Before █████, 2026 |
| Do Nothing | Receive no payment. Give up rights if you are a Settlement Class Member. | No Deadline. |

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to class members will be made if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

| | |
|--|---|
| Basic Information | 3 |
| Who is in the Settlement | 3 |
| The Settlement Benefits—What You Get if You Qualify | 4 |
| How do You Submit a Claim | 5 |
| What Do the Defendants Get | 5 |
| Excluding Yourself from the Settlement | 5 |
| Objecting to the Settlement | 6 |

| | |
|---|---|
| The Lawyers Representing You | 7 |
| The Court's Final Approval Hearing | 7 |
| If You Do Nothing | 8 |
| Getting More Information | 8 |

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “Final Approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Robert T. Waters in the Superior Court of California, County of San Joaquin, is overseeing this case captioned as *Curtis McClean, et al., v. Signature Performance, Inc.*, No. STK-CV-UBT-0016713 (San Joaquin Superior Court). The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are Curtis McClean, Brandi N. Canady, Rachael Reese, Eloyd S. Long, Monica Enriguez, David Underwood, and Orneze Coit (“Plaintiffs”). The Defendant, the entity being sued, is Signature Performance, Inc. (“Defendant” or “Signature”), (and collectively with Plaintiffs, the “Parties”).

2. What is this lawsuit about?

The lawsuit claims that Defendant is responsible for the Data Incident and asserts that Plaintiffs and all others whose information was impacted in the Data Incident are entitled to damages.

Defendant denies these claims and that it did anything wrong. No court or other judicial entity has made any judgment, finding, or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. Because this Action has settled, the class is called the “Settlement Class.” One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Personal Information was accessed or potentially accessed in connection with the Data Incident, including if you were mailed a notification by or on behalf of the Defendant regarding the Data Incident.

You are potentially a member of the California Subclass if you are a Settlement Class Member who was residing in California on the day of the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (a) directors and officers of Released Parties; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-####-####-#### with questions. You may also write with questions to:

Verita, Inc.

address

address

www.Verita.com

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Signature will fund the following in the amount of \$8,500,000.00: (a) documented losses up to \$5,000 per person; (b) cash payment estimated at approximately \$200, without documentation; (c) a statutory cash payment estimated at approximately \$200 if you are a California Settlement Subclass Member; and (d) Medical Data Monitoring. Claims for both cash payment options will be *pro rata* adjusted up or down based on the remaining balance of the Settlement Fund after payments for settlement administration costs, data monitoring services, and attorneys' fees and expenses.

The Cash Payments will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation costs, Service Awards, Settlement Administration Costs, and Medical Data Monitoring Costs . The amount of the Cash Payments may increase or decrease depending upon how much money is in the Net Settlement Fund. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis. Also, as part of the Settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the Settlement?

Settlement Class Members who submit a Claim are eligible to receive one or more of the following:

Cash Payment A - Documented Loss Payment:

- Reimbursement of actual, documented, unreimbursed ordinary losses resulting from the Data Incident (up to \$5,000.00 in total), such as the following incurred on or after January 17, 2024:
 - any costs incurred from credit monitoring services or ordering copies of your credit report;
 - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
 - late fees from transactions with third parties that were delayed due to fraud or card replacement;
 - unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
 - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
 - costs incurred obtaining credit freezes;
 - long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used);
 - postage or gasoline for local travel; and,
 - other expenses that are reasonably attributable to the Data Incident that were not reimbursed.

Cash Payment B – Undocumented Cash Payment

- A *pro rata* cash payment estimated to be \$200.00 but may be adjusted upward or downward *pro rata* based on how many other claims are made.

California Statutory Payment

- A California statutory payment for California Settlement Subclass Members estimated to be \$200.00 but may be adjusted upward or downward *pro rata* based on how many other claims are made.

Medical Data Monitoring

- Settlement Class Members may elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for identity theft.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at www.*****.com or by calling 1-###-###-####. Claim Forms will also be sent to Settlement Class Members as part of the postcard notice and tear-off claim form that will be mailed to Settlement Class Members. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator, Verita, Inc., will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2026, at _____.m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DO THE DEFENDANTS GET?

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

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other persons, including Adventist Health Tulare and Adventist Health System/West (collectively “Adventist”), and Southeastern Regional Medical Center d/b/a UNC Health Southeastern (“UNC Health”) and each entity which is controlled by, controlling or under common control with Defendant Signature and Adventist Health Tulare and Adventist Health System/West (collectively, “Adventist”), and Southeastern Regional Medical Center d/b/a UNC Health Southeastern (“UNC Health”), (the “Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Security Incident. This release is described in the Settlement Agreement, which is available at www-----com. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

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

14. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *McClean, et al., v. Signature Performance, Inc.*, Case No. STK-CV-UBT-0016713, (San Joaquin County Superior Court). The letter must: (a) state your full name, address, telephone number, and email address (if any); (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Settlement. You must mail your exclusion request postmarked by [Month, Date], 2025, to:

Settlement Administrator
Attn: Exclusion Request
address
address

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be filed with or submitted to the Settlement Administrator on or before the Objection Deadline: [Month, Date], 2026. The address for the Settlement Administrator is:

Settlement Administrator
Attn: Objection
address
address

If your objection is written it must include all of the following: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iii) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards; (iv) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (v) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (vii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation. The Court will hear from any Settlement Class Member who wishes to appear at the Final Approval Hearing and make an objection orally.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Tyler J. Bean of Siri & Glimstad LLP, M. Anderson Berry Emery Reddy, PC, Bryan L. Bleichner of Chestnut Cambronne PA, Jeff Ostrow of Kopelowitz Ostrow P.A., and Jason Wucetich of Wucetich & Korovilas LLP as Class Counsel.

If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to 35% of the Qualified Settlement Fund (\$2,975,000.00), plus reasonable litigation costs. Defendant has not agreed to any award of attorneys' fees, costs, and expenses up to those amounts, to the extent they are approved by the Court. This payment for any attorneys' fees and expenses to Class Counsel and service awards will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees and expenses for Class Counsel and any Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's Motion for Final Approval of the Settlement will be filed no later than [REDACTED], 2026, and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at [REDACTED] m. PT on [REDACTED], 2026, at the San Joaquin County Superior Courthouse or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, reasonable costs and costs, and any Service Awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking www.-----.com or calling 1-###-###-####.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. See No. 16 for further details on the requirements for submitting an objection to the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.*****.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-###.

This Notice is approved by the Superior Court of California, County of San Joaquin. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

**EXHIBIT 3
(CLAIM FORM)**

CLAIM FORM

McClean, et al., v. Signature Performance, Inc.,

Case No. STK-CV-UBT-0016713,
Superior Court of State of California
County of San Joaquin

SUBMIT BY [REDACTED], 2025
ONLINE AT WWW.[REDACTED].COM
OR MAIL TO:
Claims Administrator
[REDACTED]
[REDACTED]

GENERAL CLAIM FORM INFORMATION

This Claim Form should be filled out online or submitted by mail if you received a Notice of Data Incident letter stating your Private Information was compromised in Data Incident that Signature Performance, Inc. experienced in January 2024.

If you wish to submit a Claim by mail, please provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **no later than Month Day, 2026.**

Monetary Compensation

You may submit a Claim Form to receive a Cash Payment and/or Medical Data Monitoring.

Cash Payment A - Documented Losses: Would you like to receive a cash payment for documented loss(es) under the Settlement? **(circle one)**

Yes **No**

** The value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

I am submitting a Claim for losses related to the Data Incident in the amount of \$ [REDACTED] t. I understand that I am required to provide supporting third-party documentation and to support my claim for out-of-pocket losses, such as providing copies of any receipts, bank statements, reports, or other documentation supporting my claim. This can include receipts or other documentation that I have not “self-prepared.” I understand that “self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. I understand the Settlement Administrator may contact me for additional information before processing my claim. If I do not have information supporting my claim, I likely will not receive compensation for this settlement benefit. **I understand that any monetary**

compensation I may receive under the settlement for this settlement benefit is capped at \$5,000.00.

Please provide copies of any receipts, bank statements, reports, or other documentation supporting your claim. This can include receipts or other documentation not “self-prepared” by you. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You may mark out (also known as redact) any information that is not relevant to supporting your claim before sending in the documentation. The Settlement Administrator may contact you for additional information before processing your claim.

Description of the unreimbursed, out-of-pocket loss or expenses incurred, and the documents attached to support this claim:

Please sign below indicating that you are submitting this Claim Cash Payment A – Documented Losses, and your representations of these losses are true and correct to the best of your knowledge and belief and are being made under penalty of perjury.

Signature _____

Date _____

Cash Payment B – Undocumented Cash Payment: Would you like to receive an estimated \$200 cash payment under the Settlement? (circle one)

Yes **No**

** The Parties estimate that payments under this option will be \$200. However, the value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

California Statutory Payment to California Settlement Subclass Members: If you were a California resident on the day of the Data Incident, would you like to receive an estimated \$200.00 cash payment under the Settlement?

** The Parties estimate that payments under this option will be \$200. However, the value of payments under this option will be increased or decreased *pro rata* based on the balance of the Settlement Fund after the payment of other benefits, fees, expenses.

Medical Data Monitoring

You may elect to receive three years of Medical Data Monitoring. This service monitors medical and healthcare data to determine whether consumers' private health information is at risk or has been exposed to medical fraud and comes with single-bureau credit monitoring. The Medical Data Monitoring will provide the following benefits: medical identity monitoring, credit monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for identity theft. If you are submitting a valid claim, please select one of the below two options:

Would you like to receive the Medical Data Monitoring made available under the Settlement?
(circle one)

Claimant Information

Full Name of Class Member

Class Member ID

(Can be found on the postcard you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator.)

Street/P.O. Box

City

State

Zip Code

Phone Number

Email Address

EXHIBIT 4
(PRELIMINARY APPROVAL ORDER)

1 M. Anderson Berry (SBN 262879)
2 Gregory Haroutunian (SBN 330263)
3 **EMERY REDDY, PC**
4 600 Stewart Street, Suite 1100
5 Seattle, WA 98101
6 916.823.6955 (Tel)
7 206.441.9711 (Fax)
8 *anderson@emeryreddy.com*
9 *gregory@emeryreddy.com*

10 Bryan L. Bleichner (SBN 220340)
11 **CHESTNUT CAMBRONNE PA**
12 100 Washington Avenue South, Suite 1700
13 Minneapolis, MN 55401
14 Phone: (612) 339-7300
15 Fax: (612) 336-2940
16 *bbleichner@chesnutcambronne.com*

17 *Attorneys for Representative Plaintiffs*

18 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 IN AND FOR THE COUNTY OF SAN JOAQUIN**

20 **CURTIS MCCLEAN, BRANDI
21 CANADY, RACHAEL REESE, LEA
22 JACOBS, ELOYD LONG, MONICA
23 ENRIQUEZ, DAVID UNDERWOOD,
24 and ORNEZE COIT,**

25 Plaintiffs,

26 v.

27 **SIGNATURE PERFORMANCE, INC.;
28 SOUTHEASTERN REGIONAL
MEDICAL CENTER D/B/A UNC
HEALTH SOUTHEASTERN;
ADVENTIST HEALTH
SYSTEM/WEST; AND ADVENTIST
HEALTH TULARE,**

29 Defendants.

30 Case No. STK-CV-UBT-0016713

31 **[PROPOSED] ORDER GRANTING
32 PLAINTIFFS' MOTION FOR
33 PRELIMINARY APPROVAL OF CLASS
34 ACTION SETTLEMENT**

35 Judge: Robert T. Waters

36 Complaint Filed: December 3, 2025

WHEREAS, Plaintiffs¹, individually and on behalf of all others similarly situated, and Defendant, have entered into this Settlement Agreement and Release resolving the Action, subject to Court approval;

WHEREAS, Defendant is a provider of administrative services and solutions for healthcare clients across the country. Signature's clients include healthcare providers, such as Adventist Health Tulare and Adventist Health System/West and Southeastern Regional Medical Center d/b/a UNC Health Southeastern. Plaintiffs allege Defendant Signature experienced a targeted cyberattack and data breach that allowed an authorized third-party threat actor access its computer systems and data, which resulted in the potential compromise of Defendant's files containing sensitive personal information belonging to approximately 232,315 individuals, including personally identifiable information and protected health information, including names, addresses, phone numbers, dates of birth, Social Security numbers, provider names, medical treatment/diagnosis information, Driver's License/State ID numbers, health insurance provider names, and/or treatment costs, in or around January 2024. Beginning on or about February 9, 2024, Signature began notifying the impacted individuals, some of which were patients and employees of Adventist Health Tulare, that their Private Information may have been impacted by the Data Incident.

WHEREAS, Plaintiffs filed the instant action on November 10, 2025. Plaintiffs' Complaint pleads causes of action for negligence, negligence per se, breach of implied contract, unjust enrichment, breach of third-party beneficiary contract, breach of fiduciary duty, invasion of privacy, declaratory judgement, and violation of various state statutes.

¹ The capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached to the Memorandum in Support of Plaintiffs Motion for Preliminary as Exhibit A.

WHEREAS, this Action was settled, after a mediation presided over by a well-regarded third-party neutral Bennett G. Picker, Esq. of Stradley Ronon Stephens & Young LLP, and as a result of arm's-length negotiations between counsel well experienced in class action litigation, investigation, and informal discovery sufficient to permit counsel to act knowingly;

WHEREAS, Plaintiffs have filed a Motion for Preliminary Approval, conditionally certifying the Settlement Class for settlement purposes only, and approving the Notice Program and Claims Process upon the terms and conditions set forth in the Settlement, together with all exhibits thereto;

WHEREAS, Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiffs, to members of the putative class, or to members of the Settlement Class; and

WHEREAS, the Court having considered the Settlement, together with all exhibits thereto, the records in this case, and the arguments of counsel and for good cause appearing, hereby orders as follows:

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is GRANTED.

1. Having made the findings set forth below, the Court conditionally certifies the following class for settlement purposes only under California Civil Procedure Code Section 382:

All living individuals who were notified by Defendant that their Private Information may have been impacted in the Data Incident.

The Settlement Class is estimated to contain approximately 232,315 members. The Court further conditionally certifies the following California Settlement Subclass:

All Settlement Class Members who were residing in California on the day of the Data Incident.

1 The California Settlement Subclass is estimated to contain 59,377 Class Members, all of whom
2 are also members of the Settlement Class. Excluded from the Settlement Class are: (a) directors
3 and officers of Released Parties; (b) the Judge assigned to the Action, that Judge's immediate
4 family, and Court staff; (c) natural persons who properly execute and submit a Request for
5 Exclusion prior to the expiration of the Opt-Out Period.
6

7 2. For settlement purposes only, with respect to the Settlement Class, the Court
8 preliminary finds the prerequisites for a class action pursuant to California Code of Civil
9 Procedure Section 382 have been met, in that: (a) the Settlement Class is so numerous that
10 joinder of all individual Settlement Class Members in a single proceeding is impracticable; (b)
11 questions of law and fact common to all Settlement Class Members predominate over any
12 potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the
13 Settlement Class; (d) Plaintiffs and proposed Settlement Class Counsel will fairly and adequately
14 represent the interests of each Settlement Class Member; and (e) a class action is the superior
15 method to fairly and efficiently adjudicate this controversy. *See* Cal. Civ. Proc. Code § 382 (West
16 2022).

18 3. The Court hereby appoints the Plaintiffs as Class Representatives on behalf of
19 the Settlement Class.

20 4. The Court hereby appoints Tyler J. Bean of Siri & Glimstad LLP, M. Anderson
21 Berry of Emery Reddy, PC, Bryan L. Bleichner of Chestnut Cambronne PA, Jeff Ostrow of
22 Kopelowitz Ostrow P.A., and Jason Wucetich of Wucetich & Korovilas, LLP as Class Counsel.

24 **II. PRELIMINARY APPROVAL**

25 5. The terms of the Settlement, including the proposed Releases, are preliminarily
26 approved as within the range of fair, reasonable, and adequate terms of settlement, and are
27
28

sufficient to warrant providing notice of the Settlement to the Settlement Class in accordance with the Notice Program, and are subject to further and final consideration at the Final Approval Hearing provided for below.

6. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length, good faith negotiations facilitated by a neutral mediator and conducted by experienced and knowledgeable counsel, the current posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits to the Parties of continuing litigation.

7. As provided for in the Settlement, if the Court does not grant Final Approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its terms, then the Settlement, and the conditional certification of the Settlement Class for settlement purposes only provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been conditionally certified for settlement purposes only, with no admission of liability or merit as to any issue, and no prejudice or impact as to any of the Parties' positions on the issue of class certification or any other issue in the case.

III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS

8. The Court appoints Verita, Inc. as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Agreement.

9. The Court has considered the notice provisions of the Settlement, the Notice Program set forth in the Settlement, and the Postcard Notice and Long Notice, attached to the Agreement. The Court finds that the direct mailing of notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Preliminary Approval Order to all persons entitled thereto, and is in full compliance with applicable law and due process. The Court approves as to form and content of the Notices and Claim Form.

1 10. The Parties are ordered to give notice to all Settlement Class Members in
2 accordance with California Rule of Court, Rule 3.771(b). The Court orders the Settlement
3 Administrator to commence the Notice Program following entry of this Preliminary Approval
4 Order in accordance with the terms of the Settlement.

5 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

6 11. Each person wishing to exclude themselves from the Settlement Class must
7 individually sign and timely mail a written request to opt-out of the Settlement to the address
8 designated by the Settlement Administrator.

9 12. The request for exclusion must be a properly executed written request that is
10 timely delivered by a Settlement Class before the end of the Opt-Out Period.

11 13. Requests for exclusion must fully comply with the requirements set forth in the
12 Settlement Agreement and Long Form Notice.

13 14. All persons who opt-out of the Settlement Class shall not receive any Settlement
14 Class Member Benefits nor will they be bound by the terms of the Settlement.

15 **V. OBJECTIONS**

16 15. Each Settlement Class Member, who wishes to object to the Settlement, who does
17 not timely request to be excluded from the Settlement Class must submit a timely and valid
18 objection in full compliance with the Settlement Agreement and the Long Form Notice, or must
19 appear at the Final Approval Hearing and make their objection orally.

20 16. All notices of an intent to object to the Settlement must be written and should
21 include all of the following: the objector's full name, mailing address, telephone number, and
22 email address (if any); a clear and detailed written statement that identifies the basis of the
23 specific objection that the Settlement Class Member asserts; the identity of any counsel (if any)
24 who represent the objector, including any former or current counsel who may claim an
25
26
27
28

1 entitlement to compensation for any reason related to the objection to the Settlement and/or
2 Motion for Attorneys' Fees, Costs, and Service Awards; a statement whether the objector intends
3 to appear at the Final Approval Hearing, either in person or through counsel, and, if through
4 counsel, identifying that counsel; a list of all persons who will be called to testify at the Final
5 Approval Hearing in support of the objection; a statement confirming whether the objector
6 intends to personally appear and/or testify at the Final Approval Hearing; and the objector's
7 signature.

9 17. Notwithstanding the foregoing, any Settlement Class Member who attends the
10 Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

11 18. To be timely, written notice of an objection in the appropriate form must be
12 postmarked no later than the end of the Objection Period.

13 19. Except upon a showing of good cause, any Settlement Class Member who fails
14 to substantially comply with the requirements for objecting shall waive and forfeit any and all
15 rights he or she may have to appear separately and/or to object to the Settlement and shall be
16 bound by all the terms of the Class Settlement Agreement and by all proceedings, orders, and
17 judgments in the Litigation.

19 **VI. THE FINAL APPROVAL HEARING**

20 20. The Court will hold a Final Approval Hearing on _____
21 at ____ [a.m./p.m.], in at the Superior Court of California, County of San Joaquin,
22 _____, to consider: (a) whether certification of the Settlement Class
23 for settlement purposes only should be confirmed; (b) whether the Settlement should be
24 approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c)
25 whether to approve the Application for Attorneys' fees, Costs, and Service Awards; and (d)
26
27
28

1 whether the Court should enter the Final Approval Order. The Final Approval Hearing may,
2 from time to time and without further notice to Settlement Class Members be continued or
3 adjourned by order of the Court. The hearing may be by Zoom.
4

5 21. No later than 25 days prior to the Final Approval Hearing, Plaintiffs and
6 Settlement Class Counsel shall file their Motion for Attorneys' Fees, Costs, and Service Award.
7

8 22. No later than 16 days prior to the Final Approval Hearing, Plaintiffs shall file
9 their Motion for Final Approval of Class Action Settlement and for Motion for Attorneys' Fees
10 and Expenses Award and/or Service Awards. No later than 7 days prior to the Final Approval
11 Hearing, Plaintiffs shall file any Reply Brief in Support of Motion for Final Approval of Class
12 Action Settlement and for Award of Attorneys' Fees, Costs, and Plaintiffs' Service Awards,
13 including as needed to respond to any valid and timely objections. If there is no objection to the
14 Settlement and no additional information necessary to submit to the Court, no Reply Brief is
15 necessary or required.
16

17 23. The related time periods for events preceding the Final Approval Hearing are as
18 follows:
19

| <u>Event</u> | <u>Timing</u> |
|--|---|
| Class List Date | 5 Days after Preliminary Approval |
| Class Notice Date | 30 Days after Preliminary Approval |
| Objection Deadline | 60 Days after Notice Date |
| Last Day to Opt-Out | 60 Days after Notice Date |
| Motion for Attorneys' Fees, Costs, and Service Award | 25 Court Days Prior to Final Approval Hearing |

| <u>Event</u> | <u>Timing</u> |
|--|---|
| Class List Date | 5 Days after Preliminary Approval |
| Class Notice Date | 30 Days after Preliminary Approval |
| Objection Deadline | 60 Days after Notice Date |
| Last Day to Opt-Out | 60 Days after Notice Date |
| Motion for Attorneys' Fees, Costs, and Service Award | 25 Court Days Prior to Final Approval Hearing |
| Motion for Final Approval | 16 Court Days Prior to the Final Approval Hearing |
| Claims Deadline | 90 Days after Notice Date |
| Reply Papers in Support of Final Approval | 7 Days Prior to the Final Approval Hearing |
| Final Approval Hearing | No Less Than 120 Days after Preliminary Approval, or shortly thereafter |

24. All proceedings in the Litigation other than those related to approval of the Class
 Settlement Agreement are stayed pending entry of the Final Order and Judgment.

25. Any actions brought by Settlement Class Members concerning the Released
 Claims are stayed and/or enjoined, pending the Court's entry of the Final Order and Judgment.

IT IS SO ORDERED.

Dated: _____

HON. ROBERT T. WATERS
 OF THE SUPERIOR COURT

**EXHIBIT 5
(FINAL APPROVAL ORDER)**

1 M. Anderson Berry (SBN 262879)
2 Gregory Haroutunian (SBN 330263)
3 **EMERY REDDY, PC**
4 600 Stewart Street, Suite 1100
5 Seattle, WA 98101
6 916.823.6955 (Tel)
7 206.441.9711 (Fax)
8 *anderson@emeryreddy.com*
9 *gregory@emeryreddy.com*

10 Bryan L. Bleichner (SBN 220340)
11 **CHESTNUT CAMBRONNE PA**
12 100 Washington Avenue South, Suite 1700
13 Minneapolis, MN 55401
14 Phone: (612) 339-7300
15 Fax: (612) 336-2940
16 *bbleichner@chesnutcambronne.com*

17 *Attorneys for Representative Plaintiffs*

18 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 IN AND FOR THE COUNTY OF SAN JOAQUIN**

20 **CURTIS MCCLEAN, BRANDI
21 CANADY, RACHAEL REESE, LEA
22 JACOBS, ELOYD LONG, MONICA
23 ENRIQUEZ, DAVID UNDERWOOD,
24 and ORNEZE COIT,**

25 Plaintiffs,

26 v.

27 **SIGNATURE PERFORMANCE, INC.;
28 SOUTHEASTERN REGIONAL
MEDICAL CENTER D/B/A UNC
HEALTH SOUTHEASTERN;
ADVENTIST HEALTH
SYSTEM/WEST; AND ADVENTIST
HEALTH TULARE,**

29 Defendants.

30 Case No. STK-CV-UBT-0016713

31 **[PROPOSED] ORDER GRANTING
32 PLAINTIFF'S MOTION FOR FINAL
33 APPROVAL OF CLASS ACTION
34 SETTLEMENT**

35 Judge: Robert T. Waters

36 Complaint Filed: December 3, 2025

1 Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement came
2 before the Court on _____, 2026. The Action¹ is a class action lawsuit brought by
3 Plaintiffs, individually, and on behalf of all others similarly situated against and Defendant.
4

5 Plaintiffs alleges that, on or about January 17-18, 2024, Defendant experienced a targeted
6 cyberattack and data breach that allowed an authorized third-party threat actor access its
7 computer systems and data, which resulted in the potential compromise of personal identifiable
8 information belonging to approximately 232,315, individuals, including their names, addresses,
9 phone numbers, dates of birth, Social Security numbers, provider names, medical
10 treatment/diagnosis information, Driver's License/State ID numbers, health insurance provider
11 names, and/or treatment costs. *See Complaint.*

12 WHEREAS, Plaintiffs filed the instant action on November 10, 2025, in the San Joaquin
13 Superior Court alleging the following causes of action: (1) negligence; (2) negligence per se; (3)
14 breach of implied contract; (4) violation of the California Confidentiality of Medical Information
15 Act; (5) violation of California's Unfair Competition Law; (6) unjust enrichment; (7) declaratory
16 judgment; (8) violation of the California Consumer Records Act; (9) invasion of privacy; and
17 (10) violation of the California Consumer Privacy Act.
18

19 This Litigation was settled after mediation presided over by a well-regarded third-party
20 neutral Bennett G. Picker of Stradley Ronon, LLP, and as a result of arm's-length negotiations
21 between counsel well experienced in class action litigation, investigation, and informal
22 discovery sufficient to permit counsel to act knowingly;
23

24
25
26
27 ¹ All capitalized terms herein shall have the same meanings as those defined in the Settlement
28 Agreement, attached to the Motion for Final Approval as Exhibit A.

Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiffs, to members of the putative class, or to members of the Settlement Class; and

On _____, 2025, the Court entered a Preliminary Approval Order resulting in certification of the following provisional Settlement Class:

All living individuals who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident.

The Settlement Class is estimated to contain approximately 232,315 Class Members. The Court further conditionally certifies the following the California Settlement Subclass:

All Settlement Class Members who were residing in California on the day of the Data Incident.

The California Subclass is estimated to contain 59,377 Class Members, all of whom are also members of the Settlement Class. Excluded from the Settlement Class are: (a) directors and officers of Released Parties; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period.

That Preliminary Approval Order further directed the Parties to provide Notice to the Class, which informed absent Settlement Class Members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of any Settlement Class Member to object to the proposed Settlement, and an explanation of the procedures to exercise that right; and (d) the right of any Settlement Class Member to exclude themselves from the proposed Settlement, and an explanation of the procedures to exercise that right. The Court, upon Notice having been given as required in the Preliminary Approval Order, and having considered the proposed Settlement Agreement, attached to the

1 Memorandum in Support of the Motion for Preliminary Approval as *Exhibit A*, as well as all
2 papers filed, hereby **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

3 1. This Court has jurisdiction over the subject matter of the Action and over the
4 Parties to the Action, including all members of the Settlement Class.

5 2. The Court finds that the Settlement Class and California Settlement Subclass are
6 properly certified as a class for settlement purposes under California Civil Procedure Code
7 Section 382.

8 3. The Notice Program provided to the Settlement Class conforms with the
9 requirements of the California and United States Constitutions, California Code of Civil
10 Procedure Section 382, California Rules of Court 3.766, 3.769, and 3.771, and any other
11 applicable law, and constitutes the best notice practicable under the circumstances, by providing
12 individual notice to all Settlement Class Members who could be identified through reasonable
13 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
14 therein to the other Settlement Class Members. The Notice Program fully satisfied the
15 requirements of due process.

16 4. The Court finds the Settlement was entered into in good faith, that the Settlement
17 is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including
19 the provisions of California Code of Civil Procedure Section 382 and California Rule of Court
20 3.769.

21 5. No Settlement Class Members have objected to the terms of the Settlement.

22 6. _____ Settlement Class Members have requested exclusion from the
23 Settlement. Those individuals are not bound by the Settlement and Final Approval Order and
24 Judgment in this Action. The names of those individuals are attached hereto as *Exhibit A*.

25 7. Upon entry of this Final Approval Order, compensation to the Settlement Class
26 Members shall be effectuated pursuant to the terms of the Agreement.

1 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and
2 in recognition of their efforts on behalf of the Settlement Class, the Court hereby approves the
3 payment of a Service Award to the Class Representatives in the amount of \$5,000 each.

4 9. The Court approves the payment of attorneys' fees in the sum of \$2,975,000 (35%
5 of the Settlement Fund). The Court approves the payment of reasonable case costs and expenses
6 in the amount of \$_____.

7 10. The Court approves and orders payment of all Settlement Administration Costs
8 to Verita, Inc. for performance of their services related to the Settlement.'

9 11. Upon the Effective Date, the Releasing Parties will be deemed by operation of
10 this Settlement and the Final Approval Order to have forever fully, finally, completely, and
11 unconditionally released, discharged, and acquitted Defendant and the Released Parties from
12 any and all of the Released Claims, and will be deemed to have also released Unknown Claims.
13 Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties,
14 shall, either directly, indirectly, representatively, as a member of or on behalf of the general
15 public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting,
16 or participating in any recovery in any action in this or any other forum (other than the
17 participation in the Class Settlement Agreement as provided herein) in which any of the Released
18 Claims or Unknown Claims are asserted.

19 12. Upon entry of the Final Approval Order, the Releasing Parties shall be barred
20 from initiating, asserting, or prosecuting against Signature and any Released Parties any claims
21 that are released by operation of Settlement and the Final Approval Order.

22 13. "Released Claims" means any and all actual, potential, filed or unfiled, known or
23 unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands,
24 liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs,
25 indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct,
26 individual or representative, of every nature and description whatsoever, based on any federal, state,
27 local, statutory or common law or any other law, against the Released Parties, or any of them, arising out
28

1 of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures,
2 statements, representations, omissions or failures to act relating to the claims made in the Complaint.
3 including, but not limited to, any causes of action under California Civil Code § 1798.80, *et*
4 *seq.*, § 1798.100 *et seq.*, § 1798.150 *et seq.* or § 17200 *et seq.*, and all similar statutes in effect
5 in any states in the United States; negligence; negligence *per se*; breach of contract; breach of
6 implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy;
7 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
8 wantonness; failure to provide adequate notice pursuant to any breach notification statute or
9 common law duty; and including any claims for relief including, but not limited to, any and all
10 claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief,
11 attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a
12 fund for future damages, statutory damages, punitive damages, special damages, exemplary
13 damages, restitution, the appointment of a receiver, and any other form of relief. Released
14 Claims shall not include the right of any Settlement Class Member or any of the Released
15 Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall
16 not include the claims of Settlement Class Members who have timely excluded themselves from
17 the Settlement Class.

18 14. “Released Parties” means Defendant Signature and Adventist Health Tulare and
19 Adventist Health System/West (collectively, “Adventist Health”), and Southeastern Regional
20 Medical Center d/b/a UNC Health Southeastern (“Southeastern”) and each entity which is
21 controlled by, controlling or under common control with Defendant Signature or Adventist
22 Health or Southeastern, and their past, present, and future direct and indirect heirs, assigns,
23 associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers,
24 directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers,
25 reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and
26 trustees.

27
28

1 17. This Final Approval Order is intended to be a final disposition of the above-
2 captioned action in its entirety and is intended to be immediately appealable.

3 18. Pursuant to California Rule of Court 3.769(h), this Court shall retain jurisdiction
4 with respect to all matters related to the administration and consummation of the Settlement, and
5 any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit,
6 including but not limited to all matters related to the Settlement and the determination of all
7 controversies relating thereto.

8

9 **IT IS SO ORDERED.**

10

11 Dated: _____

12

13 _____
14 HON. ROBERT T. WATERS
15 OF THE SUPERIOR COURT
16

17
18
19
20
21
22
23
24
25
26
27
28

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
