

**NINTH JUDICIAL CIRCUIT COURT
IN AND FOR KALAMAZOO COUNTY, MICHIGAN
TRIAL DIVISION**

DONALD VICKERY, JANET WALKER,
ALEX SIS ALEXANDER, WILLIAM
ADAMS, MALCOM HUMPHREY, and
LAVONNE STEVENS, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

FAMILY HEALTH CENTER, INC.,

Defendant.

Case No. 2024-0404-NO
Honorable Curtis J. Bell

CLASS ACTION

-Consolidated with-

JANET WALKER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FAMILY HEALTH CENTER, INC.,

Defendant.

Case No. 2024-0407-CZ

Honorable Curtis J. Bell

CLASS ACTION

SETTLEMENT AGREEMENT

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

I. Background

1. Defendant is a community-based healthcare center in Kalamazoo, Michigan, that

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

serves approximately 45,000 patients annually. Defendant offers the following health services: adult medicine, pediatrics, internal medicine, obstetrics and gynecology, lab tests and screenings, dental care, behavioral and mental health, substance use treatment, physical therapy, occupational therapy, on-site pharmacies, and vaccines.

2. During the ordinary course of operating its health facilities and providing healthcare, Defendant collects from its patients Private Information.

3. On January 25, 2024, Defendant experienced a network disruption that impacted the functionality and access of certain of its computer systems. Defendant's investigation determined there was unauthorized potential access of certain files and folders including the Private Information of Defendant's patients and employees.

4. On or about March 24, 2024, Defendant began notifying by letter individuals who may have had their Private Information impacted in the Data Incident.

5. As a result of the Data Incident, on June 26, 2024, Defendant was named in two related actions with overlapping claims that seek to represent the same putative class members, and arise out of the same Data Incident.

6. Plaintiffs in the related actions conferred and agreed they would work cooperatively and to consolidate their cases.

7. Thereafter, Plaintiffs filed a motion to consolidate and to appoint interim class counsel. Following a hearing on September 16, 2024, the Court entered an order granting the motion.

8. Plaintiffs filed a consolidated complaint on October 16, 2024, alleging: Negligence (Count 1); Negligence *Per Se* (Count 2); Breach of Implied Contract (Count 3); Unjust Enrichment (Count 4); Breach of Fiduciary Duty (Count 5); Invasion of Privacy (Count 6); Declaratory

Judgment/Injunctive Relief (Count 7); Violation of the Michigan Data Breach Notification Act (Count 8); and Violation of the Michigan Consumer Protection Act (Count 9).

9. Around the same time, the Parties began discussing early resolution and scheduled a mediation with the Honorable David E. Jones (Ret.), an experienced data breach class action mediator.

10. In advance of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible in advance of mediation. Through the provision of informal discovery, Plaintiffs were able to evaluate the merits of Defendant's position. The Parties also exchanged mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues.

11. The Parties mediated on January 15, 2024, and after a full day of mediated negotiations, agreed upon the material terms of a settlement.

12. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant entered into this Agreement to resolve all controversies and disputes arising out of or relating to the Data Incident and the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other

than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to obtain recovery for Settlement Class Members 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. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

13. “Action” means the consolidated lawsuits entitled: *Donald Vickery, et al. v. Family Health Center, Inc.*, Case No. 2024-0404-NO, and *Janet Walker v. Family Health Center, Inc.*, Case No. 2024-0407-CZ, pending in the Ninth Judicial Circuit in and for Kalamazoo County, Michigan.

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

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

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

17. “Cash Payment B” means the Settlement Class Member Benefit consisting of a \$50.00 cash payment that Settlement Class Members may elect under Section IV.

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

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

20. “Claim Deadline” shall be 90 days after the commencement of the Notice Program and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment or other benefits.

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

22. “Class Counsel” means Emily E. Hughes of The Miller Law Firm, Jeff Ostrow of Kopelowitz Ostrow P.A, Nickolas Hagman of Cafferty Clobes Meriwether & Sprengel LLP, and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC.

23. “Class List” means the list of all individuals in the Settlement Class that Defendant shall prepare from its records and provide to the Settlement Administrator for purposes of sending Notice to the Settlement Class.

24. “Class Representatives” means those Plaintiffs who have signed this Agreement.

25. “Complaint” means the Consolidated Complaint filed in the Action on October 16, 2024.

26. “Court” means the Ninth Judicial Circuit in and for Kalamazoo County, Michigan, and the Judge(s) assigned to the Action.

27. “Credit Monitoring” means two years of one bureau credit monitoring that Settlement Class Members may elect under Section IV.

28. “Data Incident” means the incident in which an unauthorized third party gained potential access to Settlement Class Members’ Private Information that was discovered on January 25, 2024.

29. “Defendant” means Family Health Center, Inc.

30. “Defendant’s Counsel” means David Ross of Wilson Elser Moskowitz Edelman & Dicker LLP.

31. “Effective Date” means 5 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

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

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

35. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached as ***Exhibit 2***, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

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

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

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

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

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

41. “Objection Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days after the commencement of the Notice Program.

42. “Opt-Out Period” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends 60 days after the commencement of the Notice Program.

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

44. “Plaintiffs” means Donald Vickery, Janet Walker, Alexis Alexander, Lavonne Stevens, William Adams, and Malcolm Humphrey.

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

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

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

48. “Private Information” means Settlement Class members’ information that may have been accessed in the Data Incident, which includes: names, address, medical information, Social Security numbers, and other sensitive information.

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

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

51. “Released Parties” means Defendant, and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is understood that to the extent a Released Party is

not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

52. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him or her, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

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

54. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration. All Settlement Administration Costs shall be paid by Defendant directly to the Settlement Administrator.

55. “Settlement Amount” means the up to \$850,000.00 Defendant has agreed to pay or cause to be paid for Settlement Class Member Benefits for Settlement Class Members who submit Valid Claims, Settlement Administration Costs, and any Court-approved attorneys’ fees, costs, and Service Awards.

56. “Service Awards” shall mean the payment the Court may award Plaintiffs for serving as Class Representatives.

57. “Settlement Class” means all persons in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notice of the Data Incident. Excluded from the Settlement Class are all persons who are governing board members of Defendant and the Court, the Court’s immediate family, and Court staff.

58. “Settlement Class Member” means any member of the Settlement Class who has not timely opted-out of the Settlement.

59. “Settlement Class member” means a member of the Settlement Class.

60. “Settlement Class Member Benefit” means the Cash Payment and Credit Monitoring that Settlement Class Members may elect to receive in the Settlement.

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

62. “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. Eastern 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. Certification of the Settlement Class

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

IV. Settlement Consideration

64. Defendant has agreed to pay or cause to be paid up to \$850,000.00 to settle the claims in the Action. The Settlement Amount shall be used to pay all Valid Claims, all Settlement Administration Costs, and any Court-approved attorneys' fees, costs, and Service Award.

65. Settlement Class members may elect to receive Cash Payments and Credit Monitoring. When submitting a Claim for a Cash Payment, Settlement Class Members may choose either Cash Payment A or Cash Payment B. If a Settlement Class Member does not submit a Valid

Claim for either a Cash Payment, Credit Monitoring, or both, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment of up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if his or her Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected, and the Settlement Class Member will not receive a Cash Payment.

b. Cash Payment B – Flat Cash Payment

As an alternative to Cash Payment A above, a Settlement Class Member may elect Cash Payment B, which is a flat cash payment in the amount of \$50.00.

c. Credit Monitoring

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

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

67. **Payment of Settlement Class Member Benefits** – Within 20 days after the Effective Date, Defendant shall pay or cause to be paid to the Settlement Administrator by wire transfer the amount of money necessary to pay for the Settlement Administrator to pay all Valid Claims for Cash Payments and Credit Monitoring, provided the 20-day period shall not commence until after Settlement Administrator has provided to Defendant a statement listing the amount of money that is necessary.

V. Settlement Approval

68. Upon execution of this Agreement by all Parties and Class Counsel and Defendant’s Counsel, Class Counsel shall file a Motion for Preliminary Approval, with prior review by Defendant. 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.

69. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Settlement Administrator and the Notice Program and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action and any related actions pending Final Approval of the Settlement; and (7) schedule a

Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

70. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

71. 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, and distributing the Cash Payments and Credit Monitoring activation codes to Settlement Class Members who submit Valid Claims.

72. The Settlement Administrator's duties include:

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

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information about the Settlement and electronic submission of Claim Forms;

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

e. Responding to any mailed Settlement Class member inquiries;

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

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. Preparing in advance of the Final Approval Hearing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received and a breakdown of the benefits claimed, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Receiving from Defendant the funds necessary to pay all Valid Claims;

j. Distributing Cash Payments by electronic means or by paper check;

k. Sending Settlement Class Members who elect Credit Monitoring emails instructing how to activate their Credit Monitoring service; and

l. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel.

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

VII. Notice to the Settlement Class

74. Defendant will coordinate to make available to the Settlement Administrator the Class List no later than 14 days after entry of the Preliminary Approval Order. The Class List shall include the Settlement Class's names, postal address, and telephone numbers, if available. Within 20 days after entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid to the Settlement Administrator \$75,000 to fund the Notice Program and to pay for Settlement Administration Costs. To the extent any funds remain from the \$75,000 payment after all Notice Program and Settlement Administration Costs are paid, the Settlement Administrator will utilize the remaining funds to pay Valid Claims.

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

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

and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

77. 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.

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

79. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be in writing and mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. There shall be no combined, collective, or joint objections and, in the event any combined, collective, or joint objections are submitted, they shall be deemed invalid as to all such persons.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the identity of all counsel who represent the objector, including the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- d. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

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

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

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

81. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. The Settlement Administrator shall re-mail Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

VIII. Claim Form Process and Disbursement of Cash Payments

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

83. 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 on the Claim Form.

84. 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.

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

86. 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.

87. 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.

88. 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.

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

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims, or to issue a Notice of Deficiency.

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

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

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

91. No person or entity shall have any claim against Defendant, Defendant's Counsel, 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.

92. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

93. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members who do not open their email or provide incorrect or incomplete electronic payment information shall be sent a paper check in the mail. Settlement Class Members receiving payment by check shall have 60 days to negotiate the check.

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

IX. Final Approval Order and Final Judgment

95. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 21 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 Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

96. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released

Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees and Costs

97. **Service Awards** – In recognition of the time and effort the Class Representatives expended in pursuing the Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$1,500.00 each. If approved, the Service Awards shall be paid by the Defendant to Class Counsel by wire transfer or check within 20 days after the Effective Date, provided the 20-day period shall not commence until after Class Counsel has provided to Defendant adequate payment instructions and a W-9 for Class Counsel. The Service Award payments to the Class Representatives shall be separate and apart from their entitlement to benefits from the Settlement.

98. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award of attorneys' fees of up to 33.33% of the Settlement Amount, plus reimbursement of costs. If approved, the attorneys' fees and costs shall be paid by the Defendant to Class Counsel by wire transfer or check within 20 days after the Effective Date, provided the 20-day period shall not commence until after Class Counsel has provided to Defendant adequate payment instructions and a W-9 for Class Counsel.

99. 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 other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, and Service Awards were not negotiated until after all material terms of the Settlement.

XI. Releases

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

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

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

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

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

104. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this

Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment or Credit Monitoring from the Settlement.

105. 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.

XII. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI 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.

107. In the event that the Settlement is not approved by the Court or the Settlement is terminated in accordance with its terms, the Parties will seek in good faith to revise the Agreement

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

108. Defendant shall have the option to terminate this Agreement if more than 3% of the Settlement Class opt-outs of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

XIII. No Admission of Liability

109. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be

certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

111. 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.

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

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

XIV. Miscellaneous Provisions

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

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

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

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

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

119. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

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

121. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

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

123. 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:

Emily E. Hughes
The Miller Law Firm, P.C.
950 West University Drive
Rochester, MI 48307
epm@millerlawpc.com

Nickolas J. Hagman
Cafferty Clobes
Meriwether & Sprengel LLP
135 S. LaSalle, Ste. 3210
Chicago, IL 60603
nhagman@caffertyclobes.com

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

Mariya Weekes
Milberg Coleman
Bryson Phillips Grossman PLLC
227 W. Monroe St., Ste. 2100
Chicago, IL 60606
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

David Ross
Wilson Elser Moskowitz
Edelman & Dicker LLP
1500 K Street, N.W., Ste 330
Washington, D.C. 20005
david.ross@wilsonelser.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, opt-out requests, or other filings received as a result of the Notice Program.

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

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

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

127. 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.

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

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

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

PLAINTIFFS


Donald VICKERY (Mar 17, 2025 11:32 EDT)

DONALD VICKERY

JANET WALKER

ALEXSIS ALEXANDER

LAVONNE STEVENS

WILLIAM ADAMS

MALCOLM HUMPHREY

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PLAINTIFFS

DONALD VICKERY

janet walker

JANET WALKER

ALEXSIS ALEXANDER

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PLAINTIFFS

DONALD VICKERY

JANET WALKER

ALEXSIS ALEXANDER


Lavonne Stevens (Mar 11, 2025 15:46 EDT)

LAVONNE STEVENS

WILLIAM ADAMS

MALCOLM HUMPHREY

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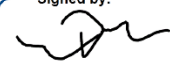
PLAINTIFFS

DONALD VICKERY

JANET WALKER

ALEXSIS ALEXANDER

LAVONNE STEVENS

Signed by:

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WILLIAM ADAMS

MALCOLM HUMPHREY

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PLAINTIFFS

DONALD VICKERY

JANET WALKER

ALEXSIS ALEXANDER

LAVONNE STEVENS

WILLIAM ADAMS

Signed by:

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MALCOLM HUMPHREY

CLASS COUNSEL



EMILY HUGHES
THE MILLER FIRM

MARIYA WEEKES
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

NICKOLAS J. HAGMAN
CAFFERTY CLOBES
MERIWETHER & SPRENGEL LLP

FAMILY HEALTH CENTER, INC.


By: _____
Its _____

FAMILY HEALTH CENTER, INC.'S COUNSEL

DAVID ROSS
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

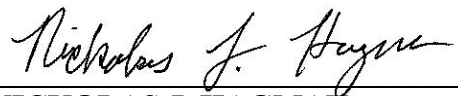
CLASS COUNSEL

EMILY HUGHES
THE MILLER FIRM



MARIYA WEEKES
MILBERG COLEMAN BRYSON
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KOPELOWITZ OSTROW P.A.



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MERIWETHER & SPRENGEL LLP

FAMILY HEALTH CENTER, INC.

By: _____
Its _____

FAMILY HEALTH CENTER, INC.'S COUNSEL

DAVID ROSS
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

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THE MILLER FIRM

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MERIWETHER & SPRENGEL LLP

FAMILY HEALTH CENTER, INC.

By: _____
Its _____

FAMILY HEALTH CENTER, INC.'S COUNSEL

DAVID ROSS
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

CLASS COUNSEL

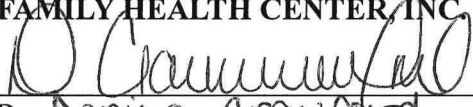
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NICKOLAS J. HAGMAN
CAFFERTY CLOBES
MERIWETHER & SPRENGEL LLP

FAMILY HEALTH CENTER, INC.


By: Denise Crawford
Its President & CEO

FAMILY HEALTH CENTER, INC.'S COUNSEL



March 12, 2025

DAVID ROSS
WILSON ELSEER MOSKOWITZ
EDELMAN & DICKER LLP

EXHIBIT 1

FHC Data Incident Settlement

c/o Settlement Administrator

Vickery, et al. v. Family Health Center, Inc.

Case No. 2024-0404-NO

and

Walker v. Family Health Center, Inc.

Case No. 2024-0407-CZ

**IF YOUR PRIVATE INFORMATION WAS
INVOLVED IN THE JANUARY 25, 2024 FAMILY
HEALTH CENTER DATA INCIDENT,**

**A PROPOSED CLASS ACTION SETTLEMENT
MAY AFFECT YOUR RIGHTS,**

AND ENTITLE YOU TO A CASH PAYMENT.

For more information about the proposed class action settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.SettlementWebsite.com or call toll-free 1-XXX-XXX-XXXX

First-Class
Mail

US Postage

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

Why am I receiving this notice? A Settlement has been reached with Family Health Center, Inc. ("FHC" or "Defendant") in a class action lawsuit concerning the cyberattack on FHC's computer systems on or about January 25, 2024 (the "Data Incident"), where unauthorized parties potentially accessed files containing Private Information. FHC denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the Lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The class is defined as: "all persons in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notice of the Data Incident."

What are the Settlement benefits? You may claim two years of Credit Monitoring Services. You may also claim either a flat \$50.00 payment, or documented out-of-pocket losses up to \$5,000. Requirements and instructions may be found at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

How do I receive a benefit? To claim the Credit Monitoring Services and/or the flat \$50.00 payment, complete the attached Claim Form, tear at the perforation, and return by U.S. Mail. Postage is already paid. To submit all other claims, visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) or call 1-XXX-XXX-XXXX. Claims must be submitted online or postmarked by [DATE].

Who represents me? The Court has appointed Emily E. Hughes of The Miller Law Firm, Jeff Ostrow of Kopelowitz Ostrow P.A, Nickolas Hagman of Cafferty Clobes Meriwether & Sprengel LLP, and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, to represent you and the Class ("Class Counsel").

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE] or you will not be able to sue FHC for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [DATE]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing on [DATE] at the [ADDRESS], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to 33.33% of the Settlement Amount, plus reimbursement of costs, and \$1,500.00 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.

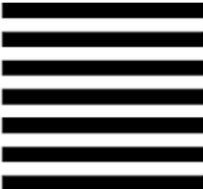


**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

**FHC Data Incident Settlement****c/o Settlement Administrator****P.O. Box [boxnumber]****Santa Ana, CA 92799-9958**



FHC Data Incident Settlement

«First1» «Last1»

Complete this Claim Form, tear at perforation, and return
by U.S. Mail no later than **DEADLINE**.

Login ID: «LoginID»

«Addr1» «Addr2»

Only one Claim Form per Class Member.

PIN: «PIN»

«City», «St» «Zip»

☐ Check this box if you would like to receive two years of Credit Monitoring Services.

☐ Check this box if you would like to receive a \$50.00 cash payment.

How would you like to be paid:

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

Your email address (**REQUIRED**): _____

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

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Donald Vickery, et al. v. Family Health Center, Inc.

Case No. 2024-0404-NO

and

Janet Walker v. Family Health Center, Inc.

Case No. 2024-0407-CZ

Ninth Judicial Circuit in and for Kalamazoo County, Michigan

**IF YOUR PRIVATE INFORMATION WAS INVOLVED IN THE JANUARY 25, 2024
FAMILY HEALTH CENTER DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS
AND ENTITLE YOU TO A CASH PAYMENT.**

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

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Family Health Center, Inc. (“FHC” or “Defendant”) in a class action lawsuit. The lawsuit concerns the cyberattack on FHC’s computer systems that occurred on or about January 25, 2024 (the “Data Incident”). Certain files that contained private information were potentially accessible. These files may have contained personal information such as name, address, Social Security Number, and/or medical information. The impacted information varied from person to person.
- The lawsuit is captioned *Donald Vickery, et al. v. Family Health Center, Inc.*, Case No. 2024-0404-NO, and *Janet Walker v. Family Health Center, Inc.*, Case No. 2024-0407-CZ, pending in the Ninth Judicial Circuit in and for Kalamazoo County, Michigan (the “Action”).
- FHC denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.
- FHC’s records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from FHC.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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

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

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Basic Information

1. Why was this Notice issued?

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

The lawsuit is captioned *Donald Vickery, et al. v. Family Health Center, Inc.*, Case No. 2024-0404-NO, and *Janet Walker v. Family Health Center, Inc.*, Case No. 2024-0407-CZ, pending in the Ninth Judicial Circuit in and for Kalamazoo County, Michigan. The people that filed these lawsuits are called the “Plaintiffs” (or “Class Representatives”) and the entity they sued, Family Health Center, Inc., is called the “Defendant.”

2. What is the lawsuit about?

The lawsuit alleges that during on or about January 25, 2024, cybercriminals engaged in a cyberattack on FHC’s computer systems, and certain files that contained private information were potentially accessible. These files may have contained personal information such as name, address, Social Security Number, and/or medical information. The impacted information varied from person to person.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people who are alleged to have similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are Donald Vickery, Janet Walker, Alexis Alexander, Lavonne Stevens, William Adams, and Malcolm Humphrey, and everyone included in the Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “all persons in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notice of the Data Incident”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in the Action, and the Judge’s family and staff, (2) the governing board members of FHC, and (3) anyone who validly excludes themselves from the Settlement.

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

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

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

The Settlement Benefits

7. What does the Settlement provide?

FHC will establish a Settlement Fund of up to \$850,000.00. The Settlement Fund will be used to pay the costs of administering the Settlement, court-approved attorneys’ fees and costs, Service Awards for the Plaintiffs, and benefits for Class Members.

You are not limited to one benefit. You may file a claim for each benefit that you qualify for.

BENEFITS

Credit Monitoring Services. All Class Members are eligible to receive two (2) years of Credit Monitoring Services. These services include credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services. You may claim Credit Monitoring Services together with either of the Cash Payment options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

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

You may claim Cash Payment A together with Credit Monitoring Services.

Cash Payment B – Flat Cash Payment. As an alternative to Cash Payment A, you can claim a \$50.00 flat cash payment. You do not need to provide documentation.

You may claim Cash Payment B together with Credit Monitoring Services.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

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

FHC Data Incident Settlement
c/o Settlement Administrator
[\[PO Box Address\]](#).

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys Emily E. Hughes of The Miller Law Firm, Jeff Ostrow of Kopelowitz Ostrow P.A, Nickolas Hagman of Cafferty Clobes Meriwether & Sprengel LLP, and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys’ fees of up to 33.33% of the Settlement Amount, plus reimbursement of costs, which will be paid from the Settlement Fund.

Class Counsel will also ask for Service Awards of \$1,500.00 for each of the Class Representatives. Service Awards will be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is also called “opting out.” If you opt out, you will not receive a Settlement payment, but you will keep any rights you may have to sue FHC on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the names of the Action: *Donald Vickery, et al. v. Family Health Center, Inc.*, Case No. 2024-0404-NO, and *Janet Walker v. Family Health Center, Inc.*, Case No. 2024-0407-CZ, pending in the Ninth Judicial Circuit in and for Kalamazoo County, Michigan;
- (2) your full name, mailing address, and telephone number;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

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

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

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

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

- (1) the names of the Action: *Donald Vickery, et al. v. Family Health Center, Inc.*, Case No. 2024-0404-NO, and *Janet Walker v. Family Health Center, Inc.*, Case No. 2024-0407-CZ, pending in the Ninth Judicial Circuit in and for Kalamazoo County, Michigan;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support you may have for your objection;
- (4) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;
- (5) whether you or your lawyer would like to speak at the Final Approval Hearing;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) your signature (if you have hired your own lawyer, your lawyer's signature is not sufficient).

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

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

Clerk of the Court	Class Counsel	Counsel for Defendants	Settlement Administrator
Clerk of the Court [COURT ADDRESS]	Emily E. Hughes The Miller Law Firm, P.C. 950 West University Dr. Rochester, MI 48307	David Ross Wilson Elser Moskowitz Edelman & Dicker LLP 1500 K Street, N.W. Suite 330	FHC Data Incident Settlement ATTN: Objections [PO Box Address]

		Washington, D.C. 20005	
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17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

The Court will hold a final approval hearing on _____, 2025 at _____:_____ Eastern Time, in Room XXX of the Ninth Judicial Circuit in and for Kalamazoo County, Michigan, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought the Action on behalf of the Class. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

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

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

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

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

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

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

Getting More Information

21. How do I get more information?

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

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

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

Exhibit 3

GENERAL INSTRUCTIONS

You are **included** in the Settlement Class and eligible to submit a claim if your private information was potentially accessible in the January 25, 2024 Data Incident experienced by Family Health Center (“FHC”).

Excluded from the Settlement Class are: (1) the Judge in the litigation, and the Judge’s family and staff, (2) the governing board members of FHC, and (3) anyone who validly excludes themselves from the Settlement.

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

AVAILABLE BENEFITS

You are not limited to one benefit. You may file a claim for Credit Monitoring Services and **one** of the cash payment options.

Credit Monitoring Services. All Class Members are eligible to receive two (2) years of Credit Monitoring Services from a credit bureau. These services include credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services. You may claim Credit Monitoring Services together with either of the Cash Payment options.

Cash Payment A – Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you may file a claim for reimbursement. The maximum amount of this reimbursement is \$5,000.00.

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

You may claim Cash Payment A together with Credit Monitoring Services.

Cash Payment B – Flat Cash Payment. As an alternative to Cash Payment A, you can instead claim a \$50.00 flat cash payment. You do not need to provide documentation.

You may claim Cash Payment B together with Credit Monitoring Services.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX

- By mail: FHC Data Incident Settlement, c/o Settlement Administrator, [PO Box Address].

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

www.[SettlementWebsite].com

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

FHC Data Incident Settlement

c/o Settlement Administrator

[PO Box Address]

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

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

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

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

☐ Check this box if you would like to receive two (2) years of credit monitoring by a credit bureau.

III. CASH PAYMENT A – DOCUMENTED LOSSES

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

The maximum amount for this reimbursement is \$5,000.00 per Class Member.

You may not claim Documented Losses if you are filing a claim for Flat Cash Payment.

Complete the table on the following page, describing the supporting documentation you are submitting.

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

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

IV. CASH PAYMENT B – FLAT CASH PAYMENT

☐ Check this box if you would like to receive a \$50.00 Flat Cash Payment.

You may not claim a Flat Cash Payment if you are filing a claim for Documented Losses.

V. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date