

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

ALEXSIS WEBB and MARSCLETTE  
CHARLEY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

INJURED WORKERS PHARMACY, LLC,

Defendant.

Case No. 1:22-cv-10797-RGS

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Alexis Webb and Marsclette Charley (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) Injured Workers Pharmacy, LLC (“Defendant” or “IWP”) in the case titled *Webb et al. v. Injured Workers Pharmacy, LLC*, Case No. 1:22-cv-10797-RGS, United States District Court for the District of Massachusetts, Eastern Division. IWP and Plaintiffs are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

**I. FACTUAL BACKGROUND AND RECITALS**

1. Plaintiffs allege that in May 2021, IWP discovered unauthorized access to certain email accounts (the “Data Incident”), beginning in January 2021. Plaintiffs alleged that the Data Incident resulted in the potential exposure of certain personally identifiable information (“PII”) and personal health information (“PHI”) of IWP’s current and former customers. Specifically, the following types of PII were allegedly exposed: name, address, date of birth, email address, Social Security number, driver’s license, payment card information, financial account information, patient identification number, medical record number, treating or referring physician, treatment information, prescription information, health insurance information, and Medicare or Medicaid number. In February 2022, IWP began notifying Plaintiffs and the Settlement Class about the Data Incident.

2. On May 24, 2022, Plaintiffs, individually and on behalf of a putative class, filed the Litigation, alleging the following claims: negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty.

3. Following full briefing, the Court granted IWP's motion to dismiss Plaintiffs' claims. Plaintiffs appealed that ruling to the First Circuit Court of Appeals, which reversed in part and remanded.

4. After additional motion to dismiss briefing, the Court ruled that Plaintiffs' negligence and breach of fiduciary duty claims could proceed.

5. On March 5, 2024, after a period of informal discovery and mutual exchange of information, the Parties engaged in a private mediation with Judge Wayne Andersen (Ret.) from JAMS, an experienced mediator. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. Although the mediation did not result in a settlement, the parties continued their negotiations and, in the following weeks, succeeded in reaching agreement on the principal terms of a settlement—subject to final mutual agreement on all the necessary documentation.

6. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

7. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint. Despite IWP's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, IWP desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

8. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

9. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## II. DEFINITIONS

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

11. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator and which shall be paid from the Settlement Fund.

12. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

13. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

14. “**Class Counsel**” shall mean David Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC and Raina C. Borrelli of Strauss Borrelli PLLC.

15. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant’s Counsel, collectively.

16. “**Court**” shall mean the Honorable Judge Richard G. Stearns, or any other District Court or Magistrate Judge of the United States District Court for the District of Massachusetts presiding over this Litigation.

17. “**Credit Monitoring Services**” means two (2) years of credit monitoring to Participating Settlement Class Members under the Settlement. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1 million in identity theft insurance, among other features, and shall be provided by IDX

18. “**Data Incident**” means the unauthorized access to certain email accounts on IWP’s computer systems that began in January 2021 and was discovered in May 2021, and which is the subject of this Litigation.

19. “**Defendant**” shall mean Injured Workers Pharmacy, LLC.

20. “**Defendant’s Counsel**” shall mean Jordan S. O’Donnell and Claudia D. McCarron of Mullen Coughlin LLC.

21. “**Effective Date**” shall mean the date when the Settlement Agreement becomes Final.

22. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as Service Awards for the Class Representatives.

23. “**Fee Award and Expenses**” means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

24. “**Final**” means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s).

25. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representatives.

26. “**Final Approval Order**” shall mean an order entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

27. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

28. “**Litigation**” shall mean the action captioned *Webb et al. v. Injured Workers Pharmacy, LLC*, Case No. 1:22-cv-10797-RGS, United States District Court for the District of Massachusetts, Eastern Division.

29. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

30. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (1) Settlement Notice and Administrative Expenses; (2) Fee Award and Expenses; and (3) Service Awards.

31. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**. The Notice Deadline in this case will be 30 days after the Preliminary Approval Order is entered.

32. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members, and will occur 30 days after the Preliminary Approval Order is entered.

33. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with preparing and sending the required notices to appropriate state and federal officials under the Class Action Fairness Act of 2005, providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Participating Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

34. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

35. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

36. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

37. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

38. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives, Alexis Webb and Marsclette Charley.

39. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

40. “**Pro Rata Cash Payment**” means a pro rata cash payment of the Net Settlement Fund after payment of valid claims for Unreimbursed Losses.

41. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

42. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

43. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

44. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement have been paid and Approved Claims to Participating Settlement Class Members have been made. The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a charitable organization, which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

45. “**Service Award**” shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Awards requested in this matter will be \$5,000 to each Plaintiff, subject to court approval, and are to be paid from the Settlement Fund.

46. “**Settlement Administrator**” means, subject to Court approval, Eisner Amper, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement.

47. “**Settlement Class**” or “**Class**” means “All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

48. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, current or last known residential mailing address, and all known email addresses, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

49. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

50. “**Settlement Fund**” means the non-reversionary common fund amount of One Million Seventy-Five Thousand Dollars and 00/100 (\$1,075,000) to be paid by, or on behalf of, Defendant, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

51. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member from the Settlement Administrator from the Settlement Fund.

52. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 90 days after the Effective Date.

53. “**Short Form Notice**” is the postcard notice that will be mailed to each available Settlement Class Member, substantially in the form as **Exhibit A**.

54. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

55. “**Unreimbursed Economic Losses**” means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. “Unreimbursed Economic Losses” include things such as losses related to fraud and identity theft, the purchase of identity protection services, credit monitoring services, or ID theft insurance, and such expenses must be fairly traceable to the Data Incident and not already reimbursed by a third party.

### **III. SETTLEMENT FUND**

56. **Establishment of Settlement Fund.** Within thirty (30) days of the entry of the Effective Date, Defendant shall cause to be deposited the sum of \$1,075,000.00, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Class Counsel, minus the amounts advanced for notice and claims administration cost as described in the next sentence. Within thirty (30) days of entry of the Preliminary Approval Order, Defendant will pay an amount reasonably necessary to defray the actual expenses of notice and claims administration from the total agreed settlement amount to the Settlement Administrator, not to exceed \$200,000.00. To the extent this Settlement Agreement does not receive final approval, Defendant will be entitled to the return of any amounts not already incurred by the Claims Administrator in connection with Settlement Administration. The Settlement Administrator shall provide wiring instructions, including an alternative means of confirming the instructions, and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant's payment of all Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund.

57. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

58. **Custody of Settlement Fund.** The amount paid by Defendant to advance notice and claims administration costs, as well as the Settlement Fund, upon final approval, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 88-90.

59. **Use of the Settlement Fund.** As further described in this Agreement and in Exhibit B, the Settlement Fund, upon final approval, shall be used by the Settlement Administrator to pay for the following (although not in this order): (1) reimbursement for Unreimbursed Economic Losses; (2) Credit Monitoring Services; (3) Pro Rata Cash Payments; (4) Notice and



Administrative Expenses; (5) Service Award payments approved by the Court; and (6) the Attorney Fee Award and Expenses awarded by the Court.

60. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

#### IV. **SETTLEMENT BENEFITS AND ADMINISTRATION**

61. The Settlement Administrator will agree to make the following compensation from the Settlement Fund, upon final approval and minus any amount paid by Defendant to advance notice and settlement administration costs after preliminary approval, available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties' counsel, if they dispute the Settlement Administrator's initial determination.

- i. **Credit Monitoring:** All Participating Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services, regardless of whether the Participating Settlement Class Member submits a claim for reimbursement of Unreimbursed Economic Losses or Pro Rata Cash Payment. The Settlement Administrator shall send an activation code to each valid Credit Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing, and may be used to activate the full term if used at any time during that 180-day period. The provider shall provide Credit Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation. Credit Monitoring Expenses, the administration of which will be overseen by Class Counsel, will be paid for from the Settlement Fund.
- ii. **Compensation for Unreimbursed Economic Losses:** The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000.00 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data

Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with ordinary and/or extraordinary economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

- iii. **Pro Rata Cash Payment:** Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant.

62. **Assessing Claims for Unreimbursed Economic Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for unreimbursed ordinary and/or extraordinary economic losses reflect valid unreimbursed economic losses actually incurred that are fairly traceable to the Data Incident, but may consult with both Class Counsel and Defendant's Counsel in making individual determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

63. **Assessing Claims for Pro Rata Cash Payments.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, to

determine whether the Settlement Class Member wishes to file a claim for a Pro Rata Cash Payment or any other benefits made available under this Settlement Agreement.

64. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Approved Claims in this order: Unreimbursed Economic Losses, followed by Credit Monitoring, followed by payments for Approved Claims for Pro Rata Cash Payments.

65. **Disputes.** To the extent the Settlement Administrator determines a claim for Unreimbursed Economic Losses is deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days, which shall be final. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to IWP after the Effective Date. To the extent any monies remain in the Remainder Fund more than 150 days after the distribution of Settlement payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, the Remainder Funds will be sent to a charitable organization that is jointly proposed by the parties and approved by the Court as a *cypres* distribution.

67. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

68. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or

the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

69. **Settlement Administration Fees.** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties have solicited competitive bids for the settlement administration fees, and agree to rely upon postcard reminder notice (to the extent that a reminder notice is necessary), and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Settlement Administration Fees shall be paid through the Settlement Fund and are limited to the common fund amount.

70. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

71. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraph 54 above.

72. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

73. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

74. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

## **V. ADDITIONAL SECURITY MEASURES**

75. **Additional Security Measures.** IWP has confirmed that it has made certain changes to its information security and will attest to these changes in a confidential declaration in

support of the Settlement. Within thirty (30) days after the entry of the Preliminary Approval Order, Defendant shall provide Class Counsel with a confidential declaration or affidavit, suitable for filing under seal upon the Court's request, attesting that agreed upon security-related measures have been implemented on or before and up to the date of the Preliminary Approval Order and identifying the approximate cost of those security-related measures. Costs associated with these security-related measures should be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

## **VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

76. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known. To the extent that Class Counsel believes that reminder notices should be sent to Settlement Class Members, Class Counsel may direct the Settlement Administrator to send reminder notices to Settlement Class Members, which shall be sent sixty (60) days after the Notice Date and the cost of which shall be Notice and Administrative Expenses that are paid from the Settlement Fund. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website shall constitute the "Notice Plan."

77. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

78. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

79. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of

any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

## **VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

80. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date.

81. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

82. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

83. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

## **VIII. MODIFICATION AND TERMINATION**

84. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

85. **Defendant's Option.** Defendant shall have the right to, in its sole discretion, terminate the Agreement pursuant to the procedures in Paragraph 86 if more than 500 Settlement Class Members submit valid requests to opt out of the Settlement Class. In no event will Class Counsel, the Settlement Class Representative, Defendant's corporate officers, or Defendant's counsel encourage Class Members to opt-out of the Settlement Class.

86. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

87. **Effect of Termination.** In the event of a termination as provided in Paragraphs 83, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

## **IX. RELEASES**

88. Upon Final Approval of this Settlement Agreement, Releasors release, acquit, and forever discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data

Incident (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

89. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval of this Settlement Agreement, Releasers shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 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.**

Settlement Class Representatives and Class Counsel acknowledge, and each Participating Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of unknown claims in the Release was separately bargained for and was a material element of the Settlement Agreement.

90. Each Releaser waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

91. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

92. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process



(provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

93. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel, or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **X. SERVICE AWARD PAYMENTS**

94. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$5,000 per Plaintiff (\$10,000 total). The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than twenty (20) days after the Effective Date.

95. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

#### **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

96. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$358,333.33, and litigation expenses up to \$25,000. The Fee Award and Expenses shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than twenty (20) days after the Effective Date.

97. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

98. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with 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.

99. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) 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 (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

## **XIII. MISCELLANEOUS**

100. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

101. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

102. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

103. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

104. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

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

106. **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 in good faith prior to seeking Court intervention.

107. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Massachusetts, without regard to the principles thereof regarding choice of law.

108. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

109. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Raina Borrelli  
Strauss Borrelli PLLC  
One Magnificent Mile  
980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Jordan S. O'Donnell  
Claudia D. McCarron  
MULLEN COUGHLIN LLC  
426 W. Lancaster Ave., Suite 200  
Devon, PA 19333  
Telephone: (267) 930-4787  
jsodonnell@mullen.law  
cmccarron@mullen.law

The notice recipients and addresses designated above may be changed by written notice.

110. **Authority.** 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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.


111. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

112. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

113. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

114. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/   
Plaintiff Alexis Webb

/s/  
Plaintiff Marsclette Charley

/s/  
Defendant Injured Workers Pharmacy LLC

Dated: July 30, 2024

Dated: July 30, 2024

/s/ \_\_\_\_\_

/s/ 

Jordan S. O'Donnell, #BBO 684001  
Claudia D. McCarron (pro hac vice)  
MULLEN COUGHLIN LLC  
426 W. Lancaster Ave., Suite 200  
Devon, PA 19333  
Telephone: (267) 930-4787  
jsodonnell@mullen.law  
cmccarron@mullen.law

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
Facsimile: (872) 263-1109  
raina@straussborrelli.com

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IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/  
Plaintiff Alexis Webb

/s/ Marsclette Charley  
Plaintiff Marsclette Charley

/s/  
Defendant Injured Workers Pharmacy LLC

Dated: July 30, 2024

Dated: July 30, 2024

/s/

Jordan S. O'Donnell, #BBO 684001  
Claudia D. McCarron (pro hac vice)  
MULLEN COUGHLIN LLC  
426 W. Lancaster Ave., Suite 200  
Devon, PA 19333  
Telephone: (267) 930-4787  
jsodonnell@mullen.law  
cmccarron@mullen.law

/s/

Raina C. Borrelli  
**STRAUSS BORRELLI PLLC**  
One Magnificent Mile  
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114. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/  
Plaintiff Alexis Webb

/s/  
Plaintiff Marsclette Charley

  
/s/Michael Gavin (Jul 30, 2024 15:20 EDT)  
Defendant Injured Workers Pharmacy LLC

Dated: July 30, 2024

Dated: July 30, 2024

  
/s/

/s/

Jordan S. O'Donnell, #BBO 684001  
Claudia D. McCarron (pro hac vice)  
MULLEN COUGHLIN LLC  
426 W. Lancaster Ave., Suite 200  
Devon, PA 19333  
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980 N. Michigan Avenue, Suite 1610  
Chicago, IL 60611  
Telephone: (872) 263-1100  
Facsimile: (872) 263-1109  
raina@straussborrelli.com

*Counsel for Defendant Injured Workers  
Pharmacy LLC*

*/s/ David K. Lietz*  
David K. Lietz (pro hac vice)  
MILBERG COLEMAN BRYSON  
PHILLIPS CROSSMAN, PLLC  
5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015  
Telephone: (866) 252-0878  
Email: [dlietz@milberg.com](mailto:dlietz@milberg.com)

*Counsel for Plaintiffs and Proposed  
Settlement Class Counsel*

**SETTLEMENT TIMELINE**

<b><u>Grant of Preliminary Approval</u></b>	
Settlement Administrator provides W-9 to IWP	5 days after Preliminary Approval Order
IWP provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
IWP to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Initially Approved Claims List	35 days after Claims Deadline
Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<b><u>Final Approval Hearing</u></b>	150 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date



Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<b><u>Final Approval</u></b>	
Payment of Attorneys' Fees and Expenses Class Representative Service Award	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date

# **EXHIBIT A**

**Legal Notice**

*Webb et al. v. Injured Workers Pharmacy, LLC, Case No. 1:22-cv-10797-RGS*

**If your data was potentially compromised in the February 2022 Data Incident involving Injured Workers Pharmacy, LLC, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.**

*A Federal Court has authorized this Notice. This is **not** a solicitation from a lawyer*

A settlement has been reached in a class action lawsuit concerning a Data Incident at Injured Workers Pharmacy, LLC (“Defendant” or “IWP”) that began in January 2021 (the “Data Incident”). The Settlement would resolve a lawsuit in which Plaintiffs allege that the Data Incident potentially exposed individuals’ personal identifying information (“PII”) and personal health information (“PHI”), including names, addresses, dates of birth, email addresses, Social Security number, driver’s license, payment card information, financial account information, patient identification number, medical record number, treating or referring physicians, treatment information, prescription information, health insurance information, and Medicare or Medicaid numbers. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call **1-XXX-XXX-XXXX**.

---

**IWP Data Settlement Administrator**

PO Box XXXXX

Baton Rouge, LA 70821

**ELECTRONIC SERVICE REQUESTED**

SETTLEMENT CLAIM [ID]

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]

**Who is included in the Settlement?** The Settlement Class is defined by the Court as “All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.”

**What are the settlement benefits?** Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the \$1,075,000 Settlement Fund: (i) Credit Monitoring: two (2) years of Credit Monitoring Services, (ii) Compensation for Unreimbursed Economic Losses: reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring, estimated at \$50. Visit the settlement website or call the toll-free number below for complete benefit details.

**How do I receive a payment or other benefit?** To receive any payments or benefits under the Settlement, you **MUST** submit a claim. To submit a claim, you may either: (i) fill out, detach, and mail the attached Postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form online at [www.\\_\\_\\_\\_\\_.com](#). You may also call [\[InsertPhoneNumber\]](#) to request that a Claim Form be mailed to you. **Claims must be submitted online or postmarked by [\_\_\_\_\_] , 202\_.**

**What are my other options?**

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against IWP and other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must **Exclude Yourself** by [\[\\_\\_\\_\\_\\_\] , 202\\_](#), or you will not be able to sue the Defendant for released claims relating to the Data Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to **Object** to the Settlement, you may file an objection by [\[\\_\\_\\_\\_\\_\] , 202\\_](#). The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

**Do I have a Lawyer in this Case?**

Yes, the Court appointed the law firms of Strauss Borrelli PLLC and Milberg Coleman Bryson Phillips Crossman, PLLC to represent members of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on [\[\\_\\_\\_\\_\\_\] , 202\\_](#) at the United States District Court for the District of Massachusetts, Eastern Division, <<address>> to consider whether to approve the Settlement. The Court will also consider Class Counsel’s request for attorneys’ fees of up to one-third of the Settlement Fund (or \$358,333.33) and reimbursement of litigation expenses of no more than \$25,000 for litigating the case and negotiating the Settlement on behalf of the Class, and service awards of \$5,000 for each of the two Plaintiffs. You may attend the hearing, but you do not have to.

For more information, call toll-free [\[InsertPhoneNumber\]](#) or visit [\[InsertWebsiteLink\]](#) and read the detailed Notice.

*Webb et al. v. Injured Workers Pharmacy, LLC*, Case No. 1:22-cv-10797-RGS

**POSTCARD CLAIM FORM** -- MEMBER ID: [claim Id]

To submit a claim for Credit Monitoring and or a Pro Rata Cash Payment, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator **by no later than** [redacted] **202** . Please complete the claim form for each category of benefits that you would like to claim. **You may claim one or both options.**

Note: Claims for Unreimbursed Economic Losses require supporting documentation and therefore must be submitted online at [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or mailed to the Settlement Administrator with a separate Claim Form.

**Contact Information** (Please fill in completely.)

Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address : \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Credit Monitoring**

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim two (2) years of credit monitoring and identity theft protection provided by (Provider) at no cost to me.

**Pro Rata Cash Payment**

Would you like to receive an additional pro rata cash payment (estimated to be at least \$50)? Yes  No

**SIGN AND DATE YOUR CLAIM FORM**

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_\_ Print Name: \_\_\_\_\_

The deadline to submit this form is [redacted], 202 Questions? Visit [www.SettlementWebsite.com](http://www.SettlementWebsite.com) or call ( ) [redacted]

# **EXHIBIT B**

**NOTICE OF CLASS ACTION SETTLEMENT**

United States District Court for the District of Massachusetts, Eastern Division  
*Webb et al. v. Injured Workers Pharmacy, LLC*  
Case No. 1:22-cv-10797-RGS

**If Injured Workers Pharmacy, LLC notified you of a Data Incident in or around February 2022, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.**

A proposed Settlement has been reached in the class action lawsuit titled, *Webb et al. v. Injured Workers Pharmacy, LLC*, Case No. 1:22-cv-10797-RGS (the “Litigation”). The Litigation asserts claims against Injured Workers Pharmacy, LLC (“Defendant” or “IWP”) related to the unauthorized access to certain email accounts on IWP’s computer systems that began in January 2021 and was discovered in May 2021, about which Defendant notified potentially impacted individuals in February 2022 (the “Data Incident”). Plaintiffs alleged that the Data Incident resulted in the potential exposure of certain personally identifiable information (“PII”) and personal health information (“PHI”) of IWP’s current and former customers. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

The Settlement offers payments and credit monitoring services to members of the Settlement Class. Settlement Class Members can claim the following Settlement Benefits:

- (1) Credit Monitoring: All Participating Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services;
- (2) Compensation for Unreimbursed Economic Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000.00 per person who is a Participating Settlement Class Member; or
- (3) Pro Rata Cash Payment: Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

If you are a Settlement Class Member, your options are:

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM DEADLINE:</b> _____	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.  You can submit your Claim Form online at <a href="#">[www.website.com]</a> or 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.
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
<b>EXCLUDE YOURSELF DEADLINE:</b> _____	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no Settlement Benefits. Exclusion instructions are provided in this Notice.
<b>OBJECT DEADLINE:</b> _____	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.
<b>ATTEND A HEARING:</b> _____	Ask to speak in Court about the Settlement. You may ask the Court for permission to speak about your objection at the Final Approval Hearing.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must give final approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting [www.Settlementwebsite.com](#) or by calling 1-[XXX-XXX-XXXX](#).



## **Further Information about this Notice and the Litigation**

### **1. Why was this Notice issued?**

Settlement Class Members are eligible to receive payment and credit monitoring services from a proposed Settlement in the Litigation. The Court overseeing the Litigation authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

### **2. What is the Litigation about?**

The Litigation is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class includes all individuals within the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.

The Litigation claims Defendant is legally responsible for the Data Incident and asserts various legal claims including negligence, negligence *per se*, breach of implied contract, unjust enrichment, invasion of privacy, and breach of fiduciary duty. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

### **3. Why is the Litigation a class action?**

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class”, and each individual is a “Settlement Class Member.” There are two Plaintiffs in this case: Alexis Webb and Marsclette Charley. The Class in this case is referred to in this Notice as the “Settlement Class.”

### **4. Why is there a Settlement?**

Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests. The Settlement does not mean that Defendant did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

### **Terms of the Proposed Settlement**

#### **5. Who is in the Settlement Class?**

The Settlement Class is defined is defined by the Court as “All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.”

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

#### **6. What are the terms of the Settlement?**

The proposed Settlement would create a non-reversionary common fund amount of \$1,075,000 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice, (iii) any attorneys’ fees and costs awarded by the Court to Class Counsel (not to exceed one third of the total Settlement Fund, or \$358,333.33 in attorneys’ fees, and litigation expenses up to \$25,000), and (iv) any Service Awards to the Plaintiffs awarded by the Court (not exceed an amount of \$5,000 to each Class Representative). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Breach, as detailed in the Class Settlement Agreement and Release.

#### **7. What claims are Settlement Class Members giving up under the Settlement?**

Any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. Settlement The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release.

### **Settlement Benefits Available to Settlement Class Members**

#### **8. What benefits can Settlement Class Members receive?**

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following: (i) Credit Monitoring: two (2) years of Credit Monitoring Services, (ii) Compensation for Unreimbursed Economic Losses: reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses.

Depending on how many valid claims are submitted, the amounts of the Pro Rata Cash Payment will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 11.

**9. What are Unreimbursed Economic Losses?**

The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with ordinary and/or extraordinary economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

**10. What is the Pro Rata Cash Payment?**

Every Settlement Class Member is eligible to receive a Pro Rata Cash Payment share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant. The Pro Rata Cash Payment is subject to upward or downward adjustment as described below in Question 11.

Eligibility for any award and the validity of your claim, including the Pro Rata Cash Payment, will be determined by the Settlement Administrator as outlined in Question 15.

**11. When and how will the amount of Settlement payments be adjusted?**

The amounts paid for all Pro Rata Cash Payments will be adjusted upward or downward from the amounts listed in Question 10 depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of those claims, the amounts for Pro Rata Cash Payments will be adjusted upward proportionally among all valid claims for those awards, until the amounts remaining in the Settlement Fund are exhausted (or as nearly as possible).

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of those claims, the amount of the payments for Pro Rata Cash Payments will be adjusted downward proportionally among all Settlement Class Members who submitted valid claims for Pro Rata Cash Payments.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

**12. What happens after all claims are processed and there are funds remaining?**

The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a charitable organization, which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

**Your Options as a Settlement Class Member**

**13. If I am a Settlement Class Member, what options do I have?**

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 16 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 19 below for instructions on how to submit an objection.

**14. What happens if I do nothing?**

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes Final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

**15. Who decides my Settlement claim and how do they do it?**

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

**16. How do I exclude myself from the Settlement?**

To opt out of the Settlement, you must submit a request for exclusion that must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. You must mail your request to this address:

IWP Data Settlement Administrator  
**PO Box XXX**  
**Baton Rouge, LA 70821**

Your request must be submitted online or postmarked by **[OPT-OUT DEADLINE]**.

**17. If I exclude myself, can I receive any payment from this Settlement?**

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Litigation.

**18. If I do not exclude myself, can I sue Defendant for the Data Incident later?**

No. Unless you exclude yourself, you give up any right to sue Defendant 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 exclude yourself, do not submit a claim form requesting a payment.

**19. How do I object to the Settlement?**

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be mailed to this address:

**Clerk of Court**  
**John Joseph Moakley U.S. Courthouse**  
**1 Courthouse Way, Suite 2300**  
**Boston, Massachusetts 02210**

Your objection must be filed or postmarked no later than the objection deadline, [**OBJECTION DEADLINE**].

To be considered by the Court, your written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

### **Court Approval of the Settlement**

#### **20. How, when, and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for \_\_\_\_\_, 202\_\_ at \_\_\_\_\_ a.m./p.m. at the United States District Court for the District of Massachusetts, Eastern Division, <<address>>. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees and costs and expenses, and the request for a service award for the Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check [www.SettlementWebsite.com](http://www.SettlementWebsite.com) to confirm the schedule if you wish to attend.

#### **21. Do I have to attend the hearing?**

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 19. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

#### **22. What happens if the Court approves the settlement?**

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Expenses and any Plaintiffs' Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments and Credit Monitoring Services to Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

**23. What happens if the Court does not approve the settlement?**

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

**Lawyers for the Settlement Class and Defendant**

**24. Who represents the Settlement Class?**

The Court has appointed the following Class Counsel to represent the Settlement Class in this Litigation:

<b>Class Counsel</b>	
Raina C. Borrelli, Esq. <b>STRAUSS BORRELLI, PLLC</b> One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	David K, Lietz, Esq. <b>MILBERG COLEMAN BRYSON                      PHILLIPS CROSSMAN, PLLC</b> 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

**25. How will the lawyers for the Settlement Class be paid?**

Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$358,333.33, and litigation expenses up to \$25,000. Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$5,000 per Plaintiff (\$10,000 total).

**26. Who represents Defendant in the Litigation?**

Defendant is represented by the following counsel:

<b>Defendant's Counsel</b>
<p>Jordan S. O'Donnell, Esq. Claudia D. McCarron, Esq. <b>MULLEN COUGHLIN LLC</b> 426 W. Lancaster Ave., Suite 200 Devon, PA 19333</p>

**For Further Information**

**27. What if I want further information or have questions?**

Go to [www.SettlementWebsite.com](http://www.SettlementWebsite.com), call 1-XXX-XXX-XXXX, or write to the IWP Data Settlement Administrator, PO Box XXXX, Baton Rouge, LA 70821.

**Please do not contact the Court or Defendant's Counsel.**



# EXHIBIT C

IWP Data Settlement Administrator  
[ADD ADDRESS and WEBSITE]

**Your Claim Form Must Be Submitted  
Electronically or Postmarked by [ADD  
DATE]**

*Webb et al. v. Injured Workers Pharmacy, LLC*

Case No. 1:22-cv-10797-RGS , United States District Court for the District of Massachusetts,  
Eastern Division

**CLAIM FORM**

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT  
WEBSITE] OR POSTMARKED NO LATER THAN [INSERT DATE].**

**ATTENTION:** This Claim Form is to be used to apply for relief related to the Data Incident that was discovered in February 2022, and potentially impacted individuals. All Settlement Class Members are eligible to receive: (i) Credit Monitoring: two (2) years of Credit Monitoring Services, (ii) Compensation for Unreimbursed Economic Losses: reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring, estimated at \$50. You may apply to receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

To submit a Claim, you must have been affected by the Data Incident beginning in January 2021 as a potential Settlement Class Member from Defendant's records and received Notice of this Settlement with a **unique Claim Number**.

**PLEASE BE ADVISED** that any documentation you provide in support of your Unreimbursed Economic Losses claim must be submitted **WITH** this Claim Form. No documentation is required for claiming Pro Rata Cash Payment or the Credit Monitoring Services.

**CLAIM VERIFICATION:** All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.

**ASSISTANCE:** If you have questions about this Claim Form, please visit the Settlement website at [INSERT] for additional information or call [INSERT PHONE NUMBER].

**PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR RECORDS.**

**Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.**



***Section C. Part 1 - Compensation for Unreimbursed Economic Losses***

If you suffered costs or expenditures in response to the Data Incident, you may be eligible to receive a payment to compensate you for losses.

If it is verified that you meet all the criteria described in the Settlement Agreement and you submit the dollar amount of those losses, you will be eligible to receive a payment compensating you for your losses of up to five thousand dollars (**\$5,000**).

Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information on the claim form that describes the expenses and how they were incurred.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

**Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc. as a direct result of or attributed to the Data Incident?**

Yes  No

*If yes, you may be eligible to fill out the rest of this form and provide corroborating documentation.*

For each loss that you believe can be traced to the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide this information for this claim to be processed.** Supporting documentation must be submitted alongside this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at [\[Insert Website\]](#). Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Examples of Unreimbursed Economic Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge	07 - 17 - 20 MM DD YY	\$50.00	Letter from Bank
Example: Fees paid to a professional to remedy a falsified tax return	02 - 30 - 21 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	
	MM - DD - YY	\$ .	

By checking the below box, I hereby declare under penalty of perjury that the information provided in this Claim Form to support relief for Unreimbursed Economic Losses is true and correct.

**Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Unreimbursed Economic Losses under penalty of perjury. I further understand that my failure to check this box may render my claim for Unreimbursed Economic Losses null and void.**

***Section C. Part 2 – Pro Rata Cash Payment***

**Cash Payment:** Would you like to receive a cash payment under the Settlement?

**Yes**                       **No**

\*\* The payments under this option are predicted to be \$50, however, the value of cash payment under this

option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, attorneys’ and Settlement Administrator fees and expenses. Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

**Section D. Payment**

**Please select the manner in which payment will be issued for your valid Claims.**

- PayPal\*:  \_\_\_\_\_ (PayPal Email Address)
- Venmo\*:  \_\_\_\_\_ (Venmo Email Address)
- Zelle\*:  \_\_\_\_\_ (Zelle Email Address)
- Paper Check via Mail:  \_\_\_\_\_ (Mailing Address)

\*If you select payment via PayPal, Venmo or Zelle, the email address entered on this form will be used to process the payment to your account linked to that email address.

**Section E. Settlement Class Member Affirmation**

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

By submitting this Claim Form, I certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

**Yes, I understand that my failure to check this box may render my Claim null and void.**

Please include your name in both the Signature and Printed Name fields below.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE MAILED BY OR RECEIVED ONLINE AT [INSERT WEBSITE] NO LATER THAN [CLAIMS DEADLINE].**

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

ALEXSIS WEBB and MARSCLETTE  
CHARLEY, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

INJURED WORKERS PHARMACY, LLC,

Defendant.

Case No. 1:22-cv-10797-RGS

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AND CONDITIONALLY  
CERTIFYING SETTLEMENT CLASS**

WHEREAS, the above-styled Action was filed on May 24, 2022 against Defendant Injured Workers Pharmacy, LLC (“Defendant” or “IWP”). Alexis Webb and Marsclette Charley (“Plaintiffs”), individually and on behalf of the Settlement Class (defined below) reached an agreement with IWP settling their related claims, as set forth in more detail in the Settlement Agreement and Release (“Settlement Agreement”);

WHEREAS, Plaintiffs individually and on behalf of themselves and on behalf of all others similarly situated and the proposed Settlement Class (defined below), and Defendant (collectively, the “Settling Parties”), have entered into a Settlement Agreement and resolving the Action, subject to Court approval;

WHEREAS, the Action was settled as a result of arm’s-length negotiations overseen by a neutral third-party mediator, investigation, informal discovery, and formal discovery sufficient to permit counsel and the Court to act knowingly, and counsel are well experienced in similar class action litigation; and



WHEREAS, Named Plaintiffs, the proposed Class Representatives, have moved the Court for entry of an Order Granting Preliminary Approval of Class Action Settlement and Conditionally Certifying Settlement Class (“Preliminary Order”) approving the Settlement, conditionally certifying the Settlement Class for settlement purposes only, and approving the form and method of notice upon the terms and conditions set forth in the Settlement Agreement, together with all exhibits thereto.

WHEREAS, all proceedings in the Litigation, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are hereby stayed.

WHEREAS, the Court having considered the Settlement Agreement, together with all exhibits thereto and 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**

1. Named Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement is GRANTED. The terms defined in the Settlement Agreement shall have the same meanings in this Order.

2. Having made the findings set forth below, the Court conditionally certifies the following Class (comprised of the “Nationwide Class,” hereinafter “Settlement Class”) for settlement purposes only:

All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.

3. Excluded from the Settlement Class are: (1) the judges presiding over this Action,

and members of their direct families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

4. For settlement purposes only, with respect to the Settlement Class, the Court preliminary finds the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Named Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

5. The Court hereby appoints Plaintiffs Alexis Webb and Marsclette Charley as Class Representatives for the Settlement Class.

6. The Court hereby appoints David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC and Raina C. Borrelli of Strauss Borrelli PLLC as Class Counsel.

## **II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

7. The terms of the Settlement, including its proposed release, are preliminarily approved as within the range of fair, reasonable, and adequate, and are 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. In making this determination, the Court considered the fact that the Settlement is the product of

arm's-length 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 of continuing litigation to the Settling Parties and the Settlement Class.

8. As provided for in the Settlement Agreement, 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 Litigation 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 party's position on the issue of class certification or any other issue in the case.

### **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

9. The Court appoints Eisner Amper as the Settlement Administrator. The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

10. The Court has considered the Notice provisions of the Settlement, the Notice Program set forth in the Settlement Agreement and the Postcard (Short Form) Notice and Long Form Notice, attached as Exhibits A and B to the Settlement Agreement, respectively, and as further defined in the Settlement Agreement. The Court finds that the direct mailing of the Postcard 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 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 the Short Form Notice and Long Form Notice in the forms attached as Exhibits A and B, respectively, to the Settlement Agreement. The Court orders the Settlement

Administrator to commence the Notice Program following entry of this Order in accordance with the terms of the Settlement Agreement.

11. The Court approves as to form and content the Claim Form attached as Exhibit C to the Settlement Agreement.

12. Settlement Class Members who qualify for and wish to submit a Claim Form under the Settlement shall do so in accordance with the requirements and procedures of the Settlement Agreement and the Claim Form under which they are entitled to seek relief. The Claims deadline is 90 days after the Notice Date. All Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures of the Settlement Agreement and respective Claim Form shall be forever barred from receiving any such benefit but will in all other respects be subject to and bound by the provisions of the Settlement and the releases contained therein.

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

13. Each person wishing to opt out of the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office Box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

14. Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

15. Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

#### **V. OBJECTIONS**

16. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

17. To be timely, written notice of an objection in appropriate form must be mailed and postmarked to the Clerk of Court at the address set forth in the Class Notice, no later than the Objection Date, 60 days after the Notice Date.

18. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, including its releases, the Order and Judgment approving the Settlement, and Class Counsels' motion for a Fee Award and Costs and Plaintiffs' Service Award.

## **VI. THE FINAL APPROVAL HEARING**

19. The Court will hold a Final Approval Hearing on [Date], at [Time] \_\_.m., at the United States District Court for the District of Massachusetts, 1 Courthouse Way, Suite 2300

Boston, Massachusetts 02210, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees, costs and expenses as provided for under the Settlement; (d) the application for Named Plaintiffs' service awards as provided for under the Settlement; (e) whether the release of Released Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the [Proposed] Final Order and [Proposed] Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, from time to time and without further notice to Settlement Class Members be continued or adjourned by order of the Court.

20. No later than 14 days prior to the Final Approval Hearing, the Plaintiffs shall file their Motion for Final Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service Awards.

21. The related time periods for events preceding the Final Approval Hearing are as follows:

#### **SETTLEMENT TIMELINE**

<b><u>Grant of Preliminary Approval</u></b>	
IWP provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
IWP to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	Within 10 days of filing of the Preliminary Approval Motion
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.

Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections (via declaration supporting Plaintiffs' Motion for Final Approval)	14 days before Final Approval Hearing Date
<b><u>Final Approval Hearing</u></b>	150 days after Preliminary Approval Order (at minimum)

22. Any action brought by a Settlement Class Member concerning a Released Claim shall be stayed pending final approval of the Settlement.

**IT IS SO ORDERED.**

Dated:

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The Honorable Richard G. Stearns  
United States District Court Judge

# **EXHIBIT E**



**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
EASTERN DIVISION**

ALEXSIS WEBB and MARSCLETTE  
CHARLEY, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

INJURED WORKERS PHARMACY, LLC,

Defendant.

Case No. 1:22-cv-10797-RGS

WHEREAS, the Court, having considered the Settlement Agreement filed July 31, 2024 (the “Settlement”) between and among Alexis Webb and Marsclette Charley (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) Injured Workers Pharmacy, LLC (“Defendant” or “IWP”), having considered the Court’s \_\_\_\_\_, 2024 Order Granting Preliminary Approval of Class Action Settlement Agreement and Conditionally Certifying Settlement Class for Settlement Purposes Only (“Preliminary Approval Order”), having held a Final Approval Hearing on \_\_\_\_\_, 2024, having considered all of the submissions and arguments with respect to the Settlement, and otherwise being fully informed, and good cause appearing therefore;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiffs’ Motion for Final Approval of Class Action Settlement Agreement and Award of Attorneys’ Fees, Costs, and Expenses, and Class Representative Service Awards is GRANTED.
2. This Order and Judgment incorporates herein and makes a part hereof, the Settlement (including its exhibits) and the Preliminary Approval Order. Unless otherwise provided herein, the terms

defined in the Settlement and Preliminary Approval Order shall have the same meanings for purposes of this Order and Judgment.

3. The Court has personal jurisdiction over Plaintiffs, the Settlement Class Members, and Defendant for purposes of this settlement, and has subject matter jurisdiction over this matter including, without limitation, jurisdiction to approve the Settlement, confirm certification of the Settlement Class for settlement purposes only, to settle and release all claims released in the Settlement, and to dismiss the Action with prejudice.

#### **I. CERTIFICATION OF THE SETTLEMENT CLASS**

4. Based on its review of the record, including the Settlement, all submissions in support of the Settlement, and all prior proceedings in the Action, the Court finally certifies the following Nationwide Class (the “Settlement Class”) for settlement purposes only:

All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.

5. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families, and; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest, and their current or former officers and directors.

6. Also excluded from the Settlement Class are those persons identified in Exhibit A hereto, each of whom submitted a timely and valid Request for Exclusion from the Settlement Class prior to the Opt-Out Deadline. Such persons shall not receive the benefits of the Settlement and shall not be bound by this Order and Judgment.

7. For settlement purposes only, with respect to the Settlement Class, the Court confirms that the prerequisites for a class action pursuant to Federal Rule of Civil Procedure 23 have

been met, in that: (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all members of the Settlement Class predominate over any potential individual questions; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy. Any objections to the Settlement have been considered and are hereby overruled.

## **II. NOTICE TO THE SETTLEMENT CLASS**

8. The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its Releases, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

9. Furthermore, the Court finds that notice under the Class Action Fairness Act was effectuated within the time required by 28 U.S.C. § 1715, and that ninety (90) days has passed without comment or objection from any governmental entity.

## **III. FINAL APPROVAL OF THE SETTLEMENT**

10. The Court finds that the Settlement resulted from arm's-length negotiations between Class Counsel and Defendant.

11. The Court hereby finally approves in all respects the Settlement as fair, reasonable, and adequate, and in the best interest of the Settlement Class.

12. The Court finds that Plaintiff and Class Counsel fairly and adequately represented the interests of Settlement Class Members in connection with the Settlement.

13. The Settling Parties shall consummate the Settlement in accordance with the terms thereof. The Settlement, and each and every term and provision thereof, including its Releases, shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force and effect of an order of this Court.

#### **IV. DISMISSAL OF CLAIMS AND RELEASE**

14. The Action is hereby dismissed with prejudice as to all Parties including the Settlement Class and without cost to any party, except as otherwise provided herein or in the Settlement.

15. Upon the Effective Date, and in consideration of the benefits set forth in the Settlement, each of the Plaintiffs, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them ("Releasers"), shall be deemed to have fully, finally, and forever released, release, acquit, and forever discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers, reinsurers, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the Data Incident ("Released Parties") from all liabilities, rights, claims,

actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the Data Incident (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

**V. ATTORNEYS' FEES, COSTS, AND EXPENSES AND REPRESENTATIVE PLAINTIFFS' SERVICE AWARD**

16. The Court awards attorneys' fees of \$\_\_\_\_\_ and reimbursement of costs and expenses in the amount of \$\_\_\_\_\_, and payment of a service award in the amount of \$5,000 each to Plaintiffs. The Court directs the Claims Administrator to pay such amounts in accordance with the terms of the Settlement. Class Counsel, in their sole discretion to be exercised reasonably, shall allocate and distribute the attorneys' fees, costs, and expenses awarded by the Court among Plaintiffs' counsel of record in the Action.

**VI. OTHER PROVISIONS**

17. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court retains continuing and exclusive jurisdiction over the Settling Parties and the Settlement Class for the purpose of consummating, implementing, administering, and enforcing all terms of the Settlement.

18. Nothing in this Final Approval Order and Judgment, the Settlement, or any documents or statements relating thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

19. In the event the Effective Date does not occur, this Final Approval Order and Judgment shall be rendered null and void and shall be vacated and, in such event, as provided in the Settlement,

this Order and Judgment and all orders entered in connection herewith shall be vacated and null and void, the Settling Parties shall be restored to their respective positions in the Action, all of the Parties' respective pre-Settlement claims and defenses will be preserved, and the terms and provisions of the Settlement shall have no further force and effect with respect to the Settling 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 shall be treated as vacated, *nunc pro tunc*.

**IT IS SO ORDERED.**

Dated:

By: \_\_\_\_\_  
The Honorable Richard G. Stearns  
United States District Court Judge