

EXHIBIT B

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SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of the Effective Date, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Donna Brim, Kimberly Perry, and Janet Turner Lamonica (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through Tousley Brain Stephens PLLC, Milberg Coleman Bryson Phillips Grossman, PLLC, Chestnut Cambronne PA, Mason LLP, and Frank Freed Subit & Thomas LLP (“Class Counsel”), on the one hand; and (ii) Defendant Prestige Care, Inc. (“Prestige Care” or “Defendant”), by and through its counsel of record, Mullen Coughlin LLC (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, on or about September 7, 2023, Prestige Care became aware of suspicious activity on its computer network, potentially impacting certain files on the network (the “Data Incident”). The impacted files may include, but are not limited to, names and social security numbers (personally identifiable information or “PII”) as well as medical treatment and health insurance information (protected health information or “PHI”) (collectively, “Personal Information”).

WHEREAS, after Prestige Care learned of the Data Incident, Prestige Care notified approximately 45,000 of its patients and employees that their Personal Information (defined below) may have been impacted by the Data Incident.

WHEREAS, after Prestige Care sent its notice, three lawsuits were filed in federal court against Prestige Care concerning the Data Incident: *Brim v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS; *Perry v. Prestige Care, Inc.*, Case No. 3:24-cv-05151-SKV; and *Lamonica v. Prestige Care, Inc.*, Case No. 3:24-cv-05203-MLP. On April 1, 2024, the cases were consolidated under the title *Brim v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (the “Action”), and appointed Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Interim Lead Counsel.

WHEREAS, on April 30, 2024, the plaintiffs filed a Consolidated Amended Class Action Complaint, asserting the following claims: (i) negligence, (ii) breach of implied contract, (iii) breach of fiduciary duty, (iv) unjust enrichment, (v) declaratory judgment, and (vi) violations of the Washington State Consumer Protection Act, RCW 19.86.010, *et seq.*

WHEREAS, Prestige Care denies each and all of the claims and contentions alleged against it in the actions filed, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and

extensive costs.

WHEREAS, on August 19, 2024, the Settling Parties engaged in an arm's-length, remote, full-day mediation session under the direction of the Honorable Ronald B. Leighton (Ret.) and reached an agreement in principle to resolve the Action, as outlined herein.

WHEREAS, Prestige Care provided Class Counsel with certain additional factual information to aid in the mediation and agreed to provide further confirmatory information as required to confirm the size of the class.

WHEREAS, Prestige Care denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Prestige Care with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Prestige Care has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Prestige Care relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against Prestige Care relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Prestige Care that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

1. Definitions.

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

1.1 "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.

1.2 "Claims Administration" means providing notice to the Settlement Class Members

and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

1.3 “Claims Administrator” means Eisner Advisory Group, LLC (“EAG”) a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Claims Period” means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

1.7 “Class Counsel” means Kaleigh N. Boyd of Tousley Brain Stephens PLLC.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the United States District Court for the District of Washington, Tacoma Division.

1.10 “Data Incident” means the potential unauthorized access of certain files on Prestige Care computer systems on or about September 7, 2023, which gave rise to the Civil Actions.

1.11 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in ¶ 3.8.1.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.13 “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule

of Civil Procedure 23 and for the Court to determine whether to issue the Judgment.

1.14 “Judgment” means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Judgment, which Prestige Care must approve before filing

1.15 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.16 “Notice Deadline” means 30-days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and complete the initial mailing of the Short Notice as set forth in ¶ 3.2.1.

1.17 “Objection Date” means 60-days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.18 “Opt-Out Date” means 60-days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.20 “Personal Information” includes, but is not limited to, names, social security numbers medical treatment information, and health insurance information.

1.21 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” means Donna Brim, Kimberly Perry, and Janet Turner Lamonica.

1.22 “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.23 “Released Claims” shall collectively mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; violations of Washington State Consumer Protection Act and other state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of

implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Prestige Care.

1.24 "Released Parties" means Prestige Care and all of its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

1.25 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.26 "Settlement Class" means all individuals to whom Prestige Care sent notice of the Data Incident. The Settlement Class specifically excludes: (i) Prestige Care, and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the presiding judge, and his or her staff and family; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.27 "Settlement Class Member(s)" or "Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

1.28 "Settlement Website" means the website described in ¶ 3.2.3.

1.29 "Settling Parties" means, collectively, Prestige Care and Plaintiffs, individually and on behalf of the Settlement Class.

1.30 “Short Notice” means the content of the tear-off postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibit A attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

1.31 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil 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 Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.32 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.33 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶ 2.5.

2. Settlement Benefits.

2.1 Monetary Relief. As set forth in more detail below, Settlement Class Members may

claim (a) defined relief of up to \$400 in Out-of-Pocket Losses, up to \$100 in lost time, and/or up to \$5,000 in Consequential Damages OR (b) a \$50 Alternative Cash Payment. Monetary Relief is subject to an aggregate cap of \$700,000.

2.1.1 Expense Reimbursements

- a) Out-of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Data Incident, not to exceed \$400 per Settlement Class Member, that were incurred more likely than not as a result of the Data Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft such as unreimbursed bank fees; long distance phone charges; cell phone charges (only if charged by the minute); data charges (only if charged based on the amount of data used); postage; gasoline for local travel; fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; and/or any other charge or loss reasonably related to the Data Incident incurred by Class Members between September 7, 2023 and the Claims Deadline. To receive reimbursement for out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss occurred between September 7, 2023, and the Claims Deadline.
- b) Lost Time. Class Members are also eligible to receive reimbursement for up to four hours of lost time spent dealing with the Data Incident, rounded to the nearest whole hour, calculated at the rate of \$25 per hour. Class Members may receive up to four hours of lost time if the Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident, and briefly describes how the lost time was spent. Claims for reimbursement of lost time may be combined with claims for documented out-of-pocket expenses.
- c) Consequential Damages. Class Members are also eligible to receive reimbursement for documented extraordinary out-of-pocket losses, not to exceed \$5,000 per Class Member for documented monetary loss that (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between September 7, 2023 to the Claims Deadline; (iv) results from actual identity theft, fraud or similar criminal victimization; and (v) is not already covered by one or more of the above-referenced reimbursed expenses. Class Members must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, such extraordinary losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

2.1.2 Alternative Cash Payment. As an alternative to seeking reimbursement of Expense Reimbursements in ¶ 2.1.1, Settlement Class Members may receive a one-time cash payment of \$50.

2.1.3 Aggregate Cap on Claims for Monetary Relief. Prestige Care's obligation to pay for reimbursement for out-of-pocket expenses, lost time, consequential damages, and alternative cash payments under this ¶ 2.1 will not, under any circumstance, exceed \$700,000 in the aggregate. If the total of valid claims exceeds \$700,000, each claim shall be reduced *pro rata*. Nothing in this Settlement Agreement shall be construed as requiring Prestige Care to provide, and Prestige Care shall not be required to provide, for a double payment for the same loss or injury that was reimbursed or compensated by any other source. This aggregate cap shall not apply to the costs of credit monitoring in ¶ 2.2, business practice changes in ¶ 2.3, notice and claims administration, or attorneys' fees, costs, and service awards.

2.2 Credit Monitoring and Identity Theft Protection. In addition to, and regardless of whether they submit a claim for, the Expense Reimbursements described in ¶ 2.1.1, Settlement Class Members may claim three (3) years of one-bureau credit monitoring and identity theft protection services through IDX. The identity theft monitoring will include identity theft insurance of at least \$1 million. Settlement Class Members who elect to receive an Alternative Cash Payment under ¶ 2.1.2 are not eligible to claim Credit Monitoring and Identity Theft Protection.

2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.1 and 2.2 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses, charges and/or losses claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.4 Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, Prestige Care, has adopted, paid for, implemented, and will maintain the following business practices changes related to information security to safeguard personal information on its systems for a period of at least three years from the time when the applicable business practices change is initiated: (i) implementation of enhanced multi-factor authentication; (ii) engagement with recognized third-party vendors for managed detection and response; (iii) adoption of additional encryption technologies; (iv) implementation of improved log retention and monitoring policies; and (v) creation of an incident response plan. Prestige Care estimates that, in total, its implementation and maintenance of enhanced security measures has cost and will cost in excess of approximately \$250,000.

2.5 **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

2.5.1 Administering and overseeing the Settlement funds provided by the Prestige Care to pay Approved Claims.

2.5.2 Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

2.5.3 Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

2.5.4 Providing Notice to Settlement Class Members via U.S. mail;

2.5.5 Establishing and maintaining the Settlement Website;

2.5.6 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

2.5.7 Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

2.5.8 Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Prestige Care's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;

2.5.9 Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Prestige Care's Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to Prestige Care's Counsel;

2.5.10 Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;

2.5.11 After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

2.5.12 Providing bi-weekly or other periodic reports to Class Counsel and the Prestige Care's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

2.5.13 In advance of the Final Approval Hearing, preparing an affidavit to submit

to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

2.5.14 Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or Prestige Care's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

2.6 Limitation of Liability. The Parties, Class Counsel, and Prestige Care'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 formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

2.7 Dispute Resolution for Claims.

2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after September 7, 2023 (or for reimbursement for credit monitoring service costs, after January 30, 2024); and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in Prestige Care's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one(21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-eight (28) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable

extension of the twenty-eight (28) day deadline in which to comply; however, in no event shall the deadline be extended to later than one-hundred-and-eighty (180) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action.

2.7.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.5 Settlement Expenses. Prestige Care will pay the following costs outside of the aggregate cap identified in ¶ 2.1.3: the costs of credit monitoring and identity theft protection described in ¶ 2.2; the costs of business practice changes described in ¶ 2.4; the costs of dispute resolution described in ¶ 2.5; attorneys' fees and costs as well as service awards described in the subsections of ¶ 7; and the costs of claims administration described under ¶¶ 8.1, 8.2, and 8.3.

2.6 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Preliminary Approval and Notice of Fairness Hearing,

3.1. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.6;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Kaleigh N. Boyd of Tousley Brain Stephens PLLC as Class Counsel;
- d) appointment of Plaintiffs Donna Brim, Kimberly Perry, and Janet Turner Lamonica as Class Representatives;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of EAG as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

3.2 Notice. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Washington law and constitutional due process requirements.

- 3.2.1 The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing,

the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard.

- 3.2.2 If halfway through the Claims Period, less than 2.5% of Settlement Class Members have made a claim, the Claims Administrator shall send a reminder notice via U.S. Mail.
- 3.2.3 The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys’ fees, costs, and service awards; and motion for final approval.
- 3.2.4 A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members’ inquiries.
- 3.2.5 The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- 3.2.6 Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

3.3 Prestige Care shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys’ fees, costs, and expenses of Plaintiffs’ Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by Prestige Care as set forth in Section 3.6.4 below.

3.4 Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date, and (3) at least ninety (90) days after Defendant’s Counsel notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. In connection with the motion for preliminary approval described in ¶ 3.1, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred thirty-five (135) days after entry

of the Preliminary Approval Order.

4. Opt-Out Procedures.

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 3.3.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in ¶ 3.3.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 10 days after the Opt-Out Date, there have been requests for exclusions totaling more than 200 individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

4.4 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

5. Objection Procedures.

5.1 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 objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, United States District Court for the Western District of

Washington, Tacoma Division, 1717 Pacific Avenue, Room 3100, Tacoma WA 98402-3200, and contain the case name and docket number for *Brim et al. v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS, no later than the Objection Date, and served concurrently therewith upon Class Counsel, Kaleigh N. Boyd of Tousley Brain Stephens PLLC, 1200 Fifth Avenue, Ste. 1700, Seattle, Washington 98101-3147 and Defendant's Counsel, James F. Monagle of Mullen Coughlin LLC, 426 W. Lancaster Avenue, Suite 200, Devon, Pennsylvania 19333.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1.

6. Releases.

6.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, Prestige Care shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Prestige Care may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither Prestige Care nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

7. Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiffs.

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs, as provided for in ¶ 7.2 until after the substantive terms of the settlement had been agreed upon, other than that Prestige Care would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. Prestige Care and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Class Counsel may petition the court for attorneys' fees, inclusive of any costs and expenses of the Litigation, in an amount not to exceed \$325,000.00. Class Counsel, in their sole discretion, shall allocate and distribute any amount of attorneys' fees, costs, and expenses awarded by the Court among them.

7.3 Subject to Court approval, Prestige Care has agreed not to object to a request for a service award in the amount of \$2,500 to each named Plaintiff.

7.4 If awarded by the Court, Prestige Care shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator, as set forth above in ¶¶ 7.2 and 7.3 within fourteen (14) days after the Effective Date. The Claims Administrator shall thereafter distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3. The payment of attorneys' fees, costs, expenses, and service awards shall be paid outside of the aggregate cap in ¶ 2.1.3.

7.5 The Settling Parties agree that Prestige Care will not in any event or circumstance be required to pay any amounts to Class Counsel for attorneys' fees, costs, and expenses in excess of the combined amount identified above in ¶ 7.2, or to pay any amounts to the Class Representatives for service awards in excess of the amount identified above in ¶ 7.3.

7.6 Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims.

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Prestige Care shall be deemed a Valid Claim.

8.2 Payment for Valid Claims shall be issued, via check or electronically, within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved,

whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Prestige Care, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by Prestige Care to implement the business practice changes in ¶ 2.4.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

9.1 The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 3.1, without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) Prestige Care has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 3.3.3;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- f) the Judgment has become Final, as defined in ¶ 1.12.

9.2 If all conditions specified in ¶ 9.1(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion ("Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶ 6 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Prestige Care shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous.

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between Prestige Care and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Prestige Care provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between Prestige Care and Plaintiffs. Any agreements reached between Prestige Care, Plaintiffs, and any third party, are expressly excluded from this provision.

10.6 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.

10.7 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.12 All dollar amounts are in United States dollars (USD).

10.13 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Prestige Care shall have no obligation to make payments to the Settlement Class Member for monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.15 This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and Prestige Care each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

10.16 Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

[Remainder of page intentionally left blank; Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/ Kaleigh N. Boyd
Kaleigh N. Boyd
TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
Tel: (206) 682-5600
kboyd@tousley.com

/s/ James F. Monagle
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Counsel for Plaintiffs and the Putative Class

EXHIBIT A

EXHIBIT A

Legal Notice**TO BE OPENED
BY THE INTENDED
RECIPIENT ONLY.***A court authorized this Notice.**This is not a solicitation from a
lawyer.*

Prestige Care Settlement
c/o Claims Administrator
Insert Address

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

| | | |
|--|---|-----------|
| NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» ADDRESS» | PRESTIGE CARE DATA INCIDENT CLAIM FORM | «Barcode» |
|--|---|-----------|

11-20-14 Complete this Claim Form if you wish to receive Credit Monitoring and/or an Alternative Cash Payment. If you want to submit a claim for Expense Reimbursement, visit **WEBSITE** to submit your Claim Form and supporting documentation online or to download a Claim Form to complete and return by mail.

CREDIT MONITORING SERVICES

11-20-14 Check the box below and provide your email address if you wish to receive three (3) years of credit monitoring services. Credit monitoring codes will be sent separately after the Court grants final approval of the Settlement.

11-20-14 Email Address: _____

ALTERNATIVE CASH PAYMENT

11-20-14 Check this box if you wish to receive a \$50 alternative cash payment in lieu of expense reimbursement. The amount of the alternative cash payment 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.

PAYMENT SELECTION

- PayPal Venmo Zelle Virtual Prepaid Card Check

11-20-14 Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

11-20-14 **Attestation & Signature:** I swear and affirm under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

11-20-14 **Signature:** _____ **Printed Name:** _____ **Date:** ____/____/____

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A proposed settlement has been reached in a lawsuit entitled *Brim, et al., v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash.) relating to a September 2023 Data Incident during which cybercriminals potentially accessed files that contained individuals' private information. The Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Am I Included? Yes. Defendant's records indicate your information may have been involved in the Data Incident.

The Settlement Benefits. The Settlement provides for Expense Reimbursement or an Alternative Cash Payment, and/or Credit Monitoring for Settlement Class Members who submit a Valid Claim, up to an aggregate cap of \$700,000.00. Please visit **WEBSITE** for complete information about the Settlement Benefits.

- **Monetary Relief:** Up to \$400 for documented out of pocket losses, \$100 for lost time, and \$5,000 for extraordinary documented, unreimbursed costs that were incurred and arose from the Data Incident, **OR** Alternative Cash Payment of \$50;
- **Credit Monitoring:** Three (3) years of credit monitoring services

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Claims Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Fairness Hearing. The Court will hold a Final Fairness Hearing at **TIME**, on **DATE**, in Courtroom **XX** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and equitable. The Court may also consider Class Counsel's request for an award of attorneys' fees, costs, and expenses in an amount not to exceed \$325,000.00, and service awards in the amount of \$2,500.00 for each of the three (3) Class Representatives. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit **WEBSITE** or call toll-free 1-XXX-XXX-XXXX. You may also write to the Claims Administrator at **EMAIL ADDRESS** or by mail to: Prestige Care Data Incident, **ADDRESS**.

Prestige Care Data Incident
c/o Claims Administrator
Insert Address

EXHIBIT B

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

If you are an Individual who was notified by Prestige Care, Inc. that your PII was potentially compromised in a September 2023 Data Incident, a Class Action Settlement may Affect Your Rights.

A state court authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been proposed in a class action lawsuit against Prestige Care, Inc. (“Prestige”) relating to a September 2023 cyberattack during which cybercriminals potentially accessed files that contained individuals’ private information (the “Data Incident”). Prestige denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Prestige has violated any laws, but rather the resolution of disputed claims.
- If you received a notification from Prestige about the 2023 Data Incident, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides for up to \$700,000.00 in monetary relief for Settlement Class Members, as well as Credit Monitoring and Identity Theft Protections (*See* questions 7-10). In addition, Prestige will pay for the Costs of Notice and Claims Administration, Attorneys’ Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A CLAIM FORM BY: DEADLINE | Submitting a valid Claim Form is the only way you can receive Credit Monitoring Services, Expense Reimbursement, or an Alternative Cash Payment. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE | If you exclude yourself from this Settlement, you will not receive any benefits from the Settlement, but you also will not release your claims against Prestige. This is the only option that allows you to be part of any other lawsuit against Prestige for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement. |
| OBJECT TO THE SETTLEMENT BY: DEADLINE | To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense. |
| DO NOTHING | If you do nothing, you will not receive any benefits from the Settlements. You will also give up certain legal rights. |

Questions? Visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**

WHAT THIS NOTICE CONTAINS

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the United States District Court for the District of Washington, Tacoma Division. The case is known as *Brim, et al., v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash). Donna Brim, Kimberly Perry, and Janet Turner Lamonica, the individuals who brought this Action, are called the Plaintiffs or Representative Plaintiffs, and the entity sued, Prestige Care, Inc., or Prestige, is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs claim that Prestige is liable for the Data Incident and have asserted numerous legal claims against Prestige. Prestige denies each and all of the claims and contentions alleged against it in the Action. Prestige denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action.

For more information and to review the complaints filed in this Action, visit [WEBSITE](#).

3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of people who have similar claims. Together, these people are called a Settlement Class or Settlement Class Members. One Court and one judge resolve the issues for all Class members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Prestige. Instead, the Plaintiffs negotiated a settlement with Prestige that allows the Plaintiffs, the proposed Settlement Class, and Prestige to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that Prestige did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all individuals to whom Prestige sent notice of the 2023 Data Incident.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at [WEBSITE](#).

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement Class specifically excludes: (i) Prestige and Prestige's parents, subsidiaries, affiliates, officers and directors, and any entity in which Prestige has a controlling interest; (ii) all individual who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for both monetary relief and credit monitoring and identity theft protection. Monetary Relief is subject to an aggregate cap of \$700,000.00. In addition, Prestige will pay for claimed credit monitoring and identity theft protections, the Costs of Notice and Claims Administration, Attorneys' Fees and Costs awarded by the Court, and service awards to the Representative Plaintiffs awarded by the Court. Please visit [WEBSITE](#) for complete information about the Settlement Benefits.

- Monetary Relief:
 - (a) **Expense Reimbursements** including up to \$400 in Out-of-Pocket Losses, up to \$100 in lost time, and/or up to \$5,000 in Consequential Damages

OR

- (b) **an Alternative Cash Payment** in the amount of \$50.

Monetary Relief is subject to an aggregate cap of \$700,000.

- Credit Monitoring: Three (3) years of one bureau credit monitoring services.

8. What is included under Expense Reimbursement?

Expense Reimbursements include Out-of-Pocket Losses, Lost Time, and Consequential Damages for Extraordinary Losses.

Out-of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Data Incident, not to exceed \$400 per Settlement Class Member, that were incurred more likely than not as a result of the Data Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft such as unreimbursed bank fees; long distance phone charges; cell phone charges (only if charged by the minute); data charges (only if charged based on the amount of data used); postage; gasoline for local travel; fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; and/or any other charge or loss reasonably related to the Data Incident incurred by Class Members between September 7, 2023 and the Claims Deadline. To receive reimbursement for out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including supporting documentation, to the Claims Administrator. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss occurred between September 7, 2023, and the Claims Deadline.

Lost Time. Class Members are also eligible to receive reimbursement for up to four hours of lost time spent dealing with the Data Incident, rounded to the nearest whole hour, calculated at the rate of \$25 per hour. Class Members may receive up to four hours of lost time if the Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident, and briefly describes how the lost time was spent. Claims for reimbursement of lost time may be combined with claims for documented out-of-pocket expenses.

Consequential Damages. Class Members are also eligible to receive reimbursement for documented extraordinary out-of-pocket losses, not to exceed \$5,000 per Class Member for documented monetary loss that (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between September 7, 2023 to the Claims Deadline; (iv) results from actual identity theft, fraud or similar criminal victimization; and (v) is not already covered by one or more of the above-referenced reimbursed expenses. Class Members must also provide documentation that he or she made reasonable efforts to avoid, or seek reimbursement for, such extraordinary losses, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

The amount of the Expense Reimbursements 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.

Settlement Class Members with Out-of-Pocket Losses or Consequential Damages 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.

9. What is the Alternative Cash Payment?

Settlement Class Members can elect to make a claim for a \$50.00 alternative cash payment in lieu of the Expense Reimbursement benefit. To receive this benefit, Settlement Class Members must submit a Valid Claim using the Claim Form, but no documentation is required to make a claim.

The amount of the alternative cash payment 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.

10. What is included in the Credit Monitoring Services?

Settlement Class Members who submit a Claim Form can elect to enroll in three (3) years of one bureau credit monitoring services.

These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they claim Expense Reimbursement or the Alternative Cash Payment.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

11. Has Prestige implemented any additional security measures?

Together with the data security measures Prestige had employed prior to the alleged confidentiality Incident, which Prestige contends were adequate, reasonable, and legally compliant, Prestige has employed, or will employ, additional security measures including (i) implementation of enhanced multi-factor authentication; (ii) engagement with recognized third-party vendors for managed detection and response; (iii) adoption of additional encryption technologies; (iv) implementation of improved log retention and monitoring policies; and (v) creation of an incident response plan. Prestige Care estimates that it, in total, its implementation and maintenance of enhanced security measures has cost and will cost in excess of approximately \$250,000.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or a Settlement payment, you must complete and submit a Claim Form. Claim Forms are available at **WEBSITE**, or you may request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 2024** to: Prestige Settlement, c/o Claims Administrator, **insert address**.

13. How will claims be decided?

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion.

14. When will I get my payment?

The Court will hold a Final Fairness Hearing at **: 0 .m. on Month Day, 2024** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further

questions regarding payment timing, you may contact the Claims Administrator by emailing **EMAIL ADDRESS**.

REMAINING IN THE SETTLEMENT

15. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want receive Credit Monitoring Services or a payment from the Settlement, you must submit a Claim Form online or postmarked by **Month Day, 2024**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment. You will also give up certain legal rights.

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

If the Settlement becomes final, you will give up your right to sue Prestige for the claims being resolved by this Settlement. The specific claims you are giving up against Prestige and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue Prestige about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

17. If I exclude myself, can I still get payment from the Settlement?

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

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue Prestige 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.

19. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Brim, et al., v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash.). Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **Month __, 2024** to:

Prestige Care Settlement
[insert address]

Settlement Class Members will only be able to submit an opt-out request on their own behalf; mass or class opt-outs are not permitted.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

CLASS COUNSEL

Kaleigh N. Boyd
TOUSLEY BRAIN STEPHENS PLLC
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
T: (206) 682-5600
kboyd@tousley.com

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

21. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys’ fees, costs, and expenses in an amount not to exceed Three Hundred Twenty-Five Thousand Dollars and No Cents (\$325,000.00). Class Counsel will also seek service awards in the amount of two thousand five hundred dollars and no cents (\$2,500.00) to each of the three (3) Representative Plaintiffs.

The Court may award less than these amounts. The Court awarded amounts for attorneys’ fees, costs, and expenses, as well any service awards approved by the Court for the Representative Plaintiffs will be paid separately by Prestige and will not affect the Settlement Benefits available to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like or agree with the Settlement or some part of it. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before deciding.

Objections must include: the name or caption of this Litigation, i.e. *Brim et. al v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash.) and:

- i. the objector’s full name, address, telephone number, and email address (if any);
- ii. the case name and case number;
- iii. information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of original notice of the Data Incident or a statement explaining why the objector believes he or she is a Settlement Class Member);
- iv. a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- v. the identity of all counsel representing the objector in connection with the objection;
- vi. a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and
- vii. the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative.

To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, United States District Court for the Western District of Washington, Tacoma Division, 1717 Pacific Avenue, Room 3100, Tacoma WA 98402-3200, and contain the case name and docket number for Brim et al. v. Prestige Care, Inc., Case No. 3:24-cv-05133-BHS, no later than the Objection Date, and served concurrently therewith upon Class Counsel, and Prestige's Counsel at the following:

Upon respective Proposed Class Counsel via mail and e-mail at:

TOUSLEY BRAIN STEPHENS PLLC

Kaleigh N. Boyd
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
Tel: (206) 682-5600
kboyd@tousley.com

Upon Prestige's counsel via mail and e-mail at:

MULLEN COUGHLIN LLC

James F. Monagle
426 W. Lancaster Avenue, Suite 200
Devon, Pennsylvania 19333
Tel: (267) 930-1529
jmonagle@mullen.law

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

23. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at **Time** on **Month Day Year**, in Courtroom located at **Address of the Courthouse**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees, costs, and expenses not to exceed \$325,000.00, and service awards not to exceed \$2,500.00 for each of the Representative Plaintiffs. The Court will take into consideration any timely sent written objections and may also listen to anyone who has requested to speak at the hearing (*see* Question 22).

25. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to

talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

26. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 22 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

27. What happens if I do nothing?

If you do nothing, you will not receive credit monitoring services or be eligible to receive a payment from this Settlement. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Prestige or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

28. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [WEBSITE](#), or by writing to Claims Administrator:

Prestige Care Settlement
c/o Claims Administrator
[INSERT ADDRESS](#)
[EMAIL ADDRESS](#)

29. How do I get more information?

For more information, please visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#). You can also contact the Claims Administrator by mail or email.

Please do not call the Court or the Clerk of the Court for additional information.

EXHIBIT C

EXHIBIT C

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

Brim, et al., v. Prestige Care Inc.

Case No. 3:24-cv-05133

United States District Court, Western District of Washington

**PRESTIGE
CLAIM**

CLAIM FORM

GENERAL INSTRUCTIONS

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual who was notified of the September 2023 cyberattack suffered by Defendant wherein cybercriminals potentially accessed files containing the Personal Information of approximately 45,000 individuals from Defendant's network (the "Data Incident"). The Data Incident potentially exposed sensitive Personal Information, including full names, Social Security numbers, medical treatment details, and health insurance information of both current and former patients of the Defendant.

The Settlement Benefits

Out-of-Pocket Losses. Settlement Class Members are eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other source and caused by the Data Incident, **not to exceed \$400 per Settlement Class Member:** (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft such as unreimbursed bank fees; long distance phone charges; cell phone charges (only if charged by the minute); data charges (only if charged based on the amount of data used); postage; gasoline for local travel; fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; and/or any other charge or loss reasonably related to the Data Incident incurred by Class Members between September 7, 2023 and the Claims Deadline.

The amount of the expense reimbursement 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.

Settlement Class Members must submit documentation supporting their expense reimbursement 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.

Lost Time. Settlement Class Members are eligible to recover up to \$25 per hour for up to 4 hours for time spent dealing with the Data Security Incident, if the Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident, and briefly describes how the lost time was spent.

Extraordinary Out-of-Pocket Losses. Class Member are also eligible to recover extraordinary out-of-pocket losses, not to exceed \$5,000 per Class Member for documented monetary loss that (i) is actual, documented, and unreimbursed; (ii) was more likely than not caused by the Data Incident; (iii) occurred between September 7, 2023 to the Claims Deadline; (iv) results from actual identity theft, fraud or similar criminal victimization; and (v) is not already covered by one or more of the above-referenced reimbursed expenses.

Credit Monitoring. Settlement Class Members are eligible to enroll in three (3) years of Credit Monitoring Services through one bureau.

Alternative Cash Payment. Settlement Class Members can elect to make a claim for a \$50 alternative cash payment in lieu of expense reimbursement. No documentation is required to make this claim. The amount of the alternative cash payment 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.

If the total Settlement Benefits claimed exceed \$700,000.00, the amounts paid to Settlement Class Members will be prorated downwards to stay within the maximum \$700,000.00 aggregate cap.

QUESTIONS? VISIT WWW._____.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

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

Brim, et al., v. Prestige Care Inc.

Case No. 3:24-cv-05133

United States District Court, Western District of Washington

PRESTIGE CLAIM

CLAIM FORM

This Claim Form may be submitted electronically *via* the Settlement Website at [redacted] or completed and mailed, including any supporting documentation, to: Prestige Care Settlement, Attn: Claim Forms, [redacted].

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Telephone Number

Notice ID, if known

II. Out-of-Pocket Losses

- Check this box if you are requesting compensation for **Expense Reimbursement** up to a total of \$400.00. **You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

| Description of Documentation Provided | Amount |
|---|--------|
| Example: Receipt for credit repair services | \$100 |
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| TOTAL AMOUNT CLAIMED: | |

- You must check this box to attest that the out-of-pocket expenses and charges you listed above actually occurred and arose from the Data Incident.

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

Brim, et al., v. Prestige Care Inc.

Case No. 3:24-cv-05133

United States District Court, Western District of Washington

PRESTIGE CLAIM

CLAIM FORM

III. LOST TIME REIMBURSEMENT

- Check this box if you are requesting compensation for **Lost Time** up to a total of \$100.00 (4 hours of time at \$25.00 per hour).

*In order to receive this payment, you **must** describe what you did and how the claimed lost time was spent related to the Data Incident.* Examples of compensable lost time include: Investigating credit history for potential fraudulent transactions; communicating with credit reporting bureaus; communicating with bank/credit card customer service lines regarding potential fraudulent transactions, changing cards or accounts; time on the internet addressing potentially fraudulent transactions; and time on the internet investigating identity theft or credit protection measures, products or services.

Please indicate how many hours of lost time you are claiming (up to 4 hours): _____

| <i>Description of Documentation Provided</i> |
|--|
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- You must check this box to attest that the lost time expenses you listed above actually occurred and arose from the Data Incident.

IV. EXTRAORDINARY ORDINARY OUT-OF-POCKET LOSSES

- Check this box if you are requesting compensation for **Extraordinary Documented Costs** up to a total of \$5,000.00. **You must submit supporting documentation demonstrating actual, unreimbursed monetary loss.**

Complete the chart below describing the supporting documentation you are submitting.

| <i>Description of Documentation Provided</i> | <i>Amount</i> |
|--|---------------|
| <i>Example: Receipt for credit repair services</i> | <i>\$100</i> |
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Your claim must be submitted online or postmarked by: **[DEADLINE]**

Brim, et al., v. Prestige Care Inc.

Case No. 3:24-cv-05133

United States District Court, Western District of Washington

**PRESTIGE
CLAIM**

CLAIM FORM

TOTAL AMOUNT CLAIMED:

- You must check this box to attest that the out-of-pocket expenses and charges you listed above actually occurred and arose from the Data Incident.

IV. CREDIT MONITORING SERVICES

- Check this box if you wish to enroll in Credit Monitoring Services for three (3) years.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a valid claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

V. ALTERNATIVE CASH PAYMENT

- Check this box if you wish to receive a \$50 alternative cash payment in lieu of expense reimbursement.

VI. PAYMENT SELECTION

Please select **one** of the following payment options:

- PayPal** - Enter your PayPal email address: _____

- Venmo** - Enter the mobile number associated with your Venmo account: _____ - _____ - _____

- Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

- Virtual Prepaid Card** - Enter your email address: _____

- Physical Check** - Payment will be mailed to the address provided in Section I above.

VII. ATTESTATION & SIGNATURE

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

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

Brim, et al., v. Prestige Care Inc.

Case No. 3:24-cv-05133

United States District Court, Western District of Washington

CLAIM FORM

**PRESTIGE
CLAIM**

Signature

Printed Name

Date

EXHIBIT D

EXHIBIT D

HONORABLE BENJAMIN H. SETTLE

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

Brim, et al.,

Plaintiffs,

v.

Case No. 3:24-cv-05133

Prestige Care Inc.,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS’ UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
NOTICE PLAN**

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiffs Donna Brim, Kimberly Perry, and Janet Turner Lamonica (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant Prestige Care Inc., (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

1 **WHEREAS**, Plaintiffs have made an application, pursuant to Rule 23(e) of the Federal
2 Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with
3 the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only,
4 appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the
5 Settlement Class, appointing Eisner Advisory Group, LLC (“EAG”) as Settlement Administrator,
6 and allowing notice to Settlement Class Members as more fully described herein;
7

8 **WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Motion for Preliminary
9 Approval of Class Action Settlement and Notice Plan, and the papers filed, and arguments made
10 in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

11 **WHEREAS**, unless otherwise defined herein, the capitalized terms herein shall have the
12 same meaning as they have in the Settlement Agreement.

13 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

14 1. **Class Certification for Settlement Purposes Only**. For settlement purposes only
15 and pursuant to Federal Rule of Civil Procedure 23(e), the Court certifies, solely for purposes of
16 effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:
17

18 All individuals impacted to whom Prestige Care sent notice of the
19 Data Incident.

20 The Settlement Class includes approximately 45,000 people. The Settlement Class
21 specifically excludes: (i) all Persons who timely and validly request exclusion from the Class;
22 (ii) the Judge assigned to evaluate the fairness of this settlement (including any members of the
23 Court’s staff assigned to this case); (iii) Defendant’s officers and directors, and (iv) any other
24 Person found by a court of competent jurisdiction to be guilty under criminal law of initiating,
25 causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads
26 nolo contendere to any such charge.

1 2. **Class Findings:** The Court provisionally finds, for settlement purposes only, that:
2 (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be
3 impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims
4 of the Class Representatives are typical of and arise from the same operative facts and seek
5 similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and
6 Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class
7 as the Class Representatives have no interests antagonistic to or in conflict with the Settlement
8 Class and have retained experienced and competent counsel to prosecute this matter on behalf of
9 the Settlement Class; (e) questions of law or fact common to Settlement Class Members
10 predominate over any questions affecting only individual members; and (f) a class action and
11 class settlement is superior to other methods available for a fair and efficient resolution of this
12 controversy.
13

14 3. **Class Representatives and Settlement Class Counsel:** Donna Brim, Kimberly
15 Perry, and Janet Turner Lamonica are hereby provisionally designated and appointed as the Class
16 Representatives. The Court provisionally finds that the Class Representatives are similarly
17 situated to absent Settlement Class Members and therefore typical of the Settlement Class and
18 that they will be adequate Class Representatives. The Court further finds that Kaleigh N. Boyd
19 of Tousley Brain Stephens PLLC is experienced and adequate counsel and are hereby
20 provisionally designated as Settlement Class Counsel.
21

22 4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves
23 the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate
24 to the Settlement Class, subject to further consideration at the Final Approval Hearing to be
25
26

1 conducted as described below. For the purposes of preliminary approval, the Court finds the
2 proposed settlement is fair, reasonable, and adequate.

3 5. **Final Approval Hearing.** A Final Approval Hearing shall be held at
4 ____: ____ .m. on _____, 2024, in the United States District Court, Western
5 District of Washington, located at _____, _____,
6 _____ for the following purposes:

- 7
- 8 a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the
9 Class and should be approved by the Court;
 - 10 b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
 - 11 c. To determine whether the notice plan conducted was appropriate;
 - 12 d. To determine whether the claims process under the Settlement is fair, reasonable and
13 adequate and should be approved by the Court;
 - 14 e. To determine whether the requested Class Representatives Service Awards in the amount
15 of \$2,500 to each Class Representative, and Class Counsel’s attorneys’ fees in the amount
16 of \$325,000 should be approved by the Court;
 - 17 f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
 - 18 g. To rule upon such other matters as the Court may deem appropriate.

19 6. **Retention of Claims Administrator and Manner of Giving Notice.** Class
20 Counsel is hereby authorized to retain EAG, (the “Settlement Administrator”) to supervise and
21 administer the notice procedure in connection with the proposed Settlement as well as the
22 processing of Claims as set for more fully below.

23 7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form
24 and content, the Long Form Notice, Summary (or Postcard) Notice, and Claim Form attached to
25 the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to
26 Settlement Class Members as set forth in the Settlement Agreement (i) is the best notice
practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under

1 the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of
2 the effect of the proposed Settlement (including the releases to be provided thereunder), of Class
3 Counsel's request for Fee Award and Costs, of Class Representatives' requests for Service Award
4 Payments, of their right to object to the Settlement, Class Counsel's request for Fee Award and
5 Costs, and/or Class Representatives' requests for Service Award Payments, of their right to
6 exclude themselves from the Settlement Class, and of their right to appear at the Final Approval
7 Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive
8 notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal
9 Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and
10 all other applicable law and rules. The date and time of the Final Approval Hearing shall be
11 included in the Notice before it is distributed so long as that date is known at the time of Notice.

12
13 8. **Participation in the Settlement.** Settlement Class Members who qualify for and
14 wish to submit a Claim Form shall do so in accordance with the requirements and procedures
15 specified in the Notice and the Claim Form and must do so within ninety (90) days after Notice
16 is mailed to the Settlement Class Members. If a Final Approval Order and Judgment is entered,
17 all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit
18 a claim in accordance with the requirements and procedures specified in the Notice and the Claim
19 Form shall be forever barred from receiving any such benefit, but will in all other respects be
20 subject to and bound by the provisions in the Settlement Agreement, the Release included in that
21 Settlement Agreement, and the Final Approval Order and Judgment.

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23
24 9. **Claims Process and Distribution and Allocation Plan.** The Settlement
25 Agreement contemplates a process for the Settlement Administrator to assess and determine the
26 validity and value of claims and a payment methodology to Settlement Class Members who

1 submit a timely, valid Claim Form. The Court preliminarily approves the claims process
2 described in the Settlement Agreement and directs that the Settlement Administrator effectuate
3 the distribution of Settlement consideration according to the terms of the Settlement Agreement,
4 should the Settlement be finally approved.

5 10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded
6 from the Settlement Class must mail a written notification of the intent to exclude himself or
7 herself from the Settlement Class to the Settlement Administrator at the address provided in the
8 Notice, postmarked no later than **60 Days after the date Notice is mailed to the Settlement**
9 **Class Members** (the “Opt-Out/Objection Deadline”). The written notification must include the
10 name of the proceeding, the individual’s full name, current address, personal signature, and the
11 words “Request for Exclusion” or a comparable statement that the individual does not wish to
12 participate in the Settlement at the top of the communication.
13

14 Any Settlement Class Member who does not timely and validly exclude himself or herself
15 from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval
16 Order and Judgment is entered, any Settlement Class Member who has not submitted a timely,
17 valid written notice of exclusion from the Settlement Class shall be bound by all proceedings,
18 orders, and judgments in this matter, including but not limited to the Release set forth in the Final
19 Approval Order and Judgment, including Settlement Class Members who have previously
20 initiated or who subsequently initiate any litigation against any or all of the Released Parties
21 relating to the claims and transactions released in the Settlement Agreement. All Settlement Class
22 Members who submit valid and timely notices of exclusion from the Settlement Class shall not
23 be entitled to receive any benefits of the Settlement.
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1 11. **Objections and Appearances.** No Settlement Class Member shall be heard, and
2 no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall
3 be received and considered by the Court, unless the objection is filed with the Court and sent to
4 Counsel for the Parties, postmarked by no later than the Objection Date, as specified in the
5 Settlement Agreement and Long Form Notice. For an objection to be considered by the Court,
6 the objection must also include all of the information set forth in Section 5.1 of the Settlement
7 Agreement, which is as follows: (i) the name of the proceedings; (ii) the Settlement Class
8 Member's full name, current mailing address, email address, and telephone number; (iii) a
9 statement of the specific grounds for the objection, as well as any legal support for the objection;
10 (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the
11 Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
12 (vi) a statement identifying all class action settlements objected to by the Settlement Class
13 Member in the previous 3 years; and (vii) the signature of the Settlement Class Member or the
14 Settlement Class Member's attorney.
15

16
17 12. Any Settlement Class Member who fails to comply with the provisions in
18 Paragraph 11 may waive and forfeit any and all rights he or she may have to object, and shall be
19 bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders,
20 and judgments in this matter, including, but not limited to, the release in the Settlement
21 Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and
22 Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed
23 herein shall be deemed to have waived his or her objections and shall be forever barred from
24 making any such objections in this Action or in any other proceeding or from challenging or
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1 opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement,
2 the motion for Service Award Payments, or the motion for Fee Award and Costs.

3 13. **Termination of Settlement**. This Order shall become null and void and shall be
4 without prejudice to the rights of the Parties, all of whom shall be restored to their respective
5 positions existing as of the date of the execution of the Settlement Agreement if the Settlement
6 is not finally approved by the Court or is terminated in accordance with the Settlement
7 Agreement. In such event, the Settlement and Settlement Agreement shall become null and void
8 and be of no further force and effect, and neither the Settlement Agreement nor the Court's
9 orders, including this Order, relating to the Settlement shall be used or referred to for any purpose
10 whatsoever.
11

12 14. **Use of Order**. This Order shall be of no force or effect if a Final Approval Order
13 and Judgment is not entered or there is no Effective Date and shall not be construed or used as
14 an admission, concession, or declaration by or against Defendant of any fault, wrongdoing,
15 breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an
16 admission, concession, or declaration by or against the Settlement Class Representatives or any
17 other Settlement Class Member that his or her claim lacks merit or that the relief requested is
18 inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she,
19 or it may have in this litigation or in any other lawsuit.
20

21 15. **Stay of Proceedings and Temporary Injunction**. Until otherwise ordered by the
22 Court, the Court stays all proceedings in the Action other than proceedings necessary to carry
23 out or enforce the terms and conditions of the Settlement Agreement. Pending final determination
24 of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other
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1 members of the Settlement Class, from commencing or prosecuting any and all of the Released
 2 Claims against the Released Entities.

3 16. **Taxes.** The Settlement Administrator is authorized and directed to perform all
 4 obligations with respect to taxes and any reporting or filings in respect thereof without further
 5 order of the Court in a manner consistent with the provisions of the Settlement Agreement.

6 The Court retains jurisdiction to consider all further applications arising out of or
 7 connected with the proposed Settlement.

8 17. **Summary of Deadlines.** The preliminarily approved Settlement shall be
 9 administered according to its terms pending the Final Approval Hearing. Deadlines arising under
 10 the Settlement Agreement and this Order include but are not limited to:

| <u>FROM DATE OF PRELIMINARY APPROVAL</u> | |
|--|---|
| Prestige Care provides Class List to the Settlement Administrator | +7 days |
| Prestige Care Pays Administrative Expenses | +20 days |
| Notice Date | +30 days |
| Class Counsel’s Motion for Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award | +60 days |
| Opt-Out & Objection Deadline | +60 days after the Notice Date |
| Settlement Administrator Provide List of Objections/Exclusions to Counsel | +7 days after the Objection Date / Opt-Out Date |
| Claims Deadline | +90 days after the Notice Date |
| <u>Final Approval Hearing</u> | +135 days from Preliminary Approval (at least) |
| Motion for Final Approval | -14 days before Final Approval Hearing Date |
| Settlement Administrator Provide Notice of Opt-Outs and/or Objections | -14 days before Final Approval Hearing Date |

FROM THE TIME JUDGMENT GRANTING FINAL APPROVAL BECOMES FINAL

FROM DATE OF PRELIMINARY APPROVAL

| | |
|-----------------------------------|---|
| Effective Date | +10 days from the date all of the conditions set forth in Section 3.8.1 of the Settlement Agreement have occurred |
| Payment of Fee Award and Expenses | +14 days after Effective Date |
| Payment of Service Awards | +14 days after Effective Date |
| Payment of Valid Claims | +60 days after Effective Date or +30 days of the date that the claim is approved, whichever is later |
| Settlement Website Deactivation | +120 days after Effective Date |

IT IS SO ORDERED this ___ day of _____, 202__.

 The Honorable Benjamin W. Settle
 United States District Court
 Western District of Washington

Presented by:
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[PROPOSED] ORDER GRANTING PLAINTIFFS’
 UNOPPOSED MOTION FOR FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT - 10

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