

**If you are an Individual who was notified by Prestige Care, Inc. that your Personal Information 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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com) or call toll-free 1-844-730-6791.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b> BY: APRIL 2, 2025	Submitting a valid Claim Form is the only way you can receive Credit Monitoring Services, Expense Reimbursement, or an Alternative Cash Payment.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> BY: MARCH 3, 2025	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.
<b>OBJECT TO THE SETTLEMENT</b> BY: MARCH 3, 2025	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.
<b>DO NOTHING</b>	If you do nothing, you will not receive any benefits from the Settlements. You will also give up certain legal rights.

Questions? Visit [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com) or call toll-free 1-844-730-6791

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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 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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com).

#### 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 1-844-730-6791 or by visiting the Settlement Website at [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com).

#### 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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com) 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 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.

### 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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com), or you may request one by mail by calling 1-844-730-6791. Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **April 2, 2025** to: Prestige Settlement, c/o Claims Administrator, PO Box 631, Baton Rouge, LA 70821.

#### 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 3:00 P.M PST on April 21, 2025 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 [info@PrestigeCareDataSettlement.com](mailto:info@PrestigeCareDataSettlement.com).

### 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 **April 2, 2025**.

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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com). 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 **March 3, 2025** to:

Prestige Care Settlement  
PO Box 631,  
Baton Rouge, LA 70821

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 3:00 p.m. PST on April 21, 2025 in the United States District Court, Western District of Washington, located at 1717 Pacific Ave, Tacoma Washington. 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 [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com), or by writing to Claims Administrator:

Prestige Care Settlement  
c/o Claims Administrator  
PO Box 631,  
Baton Rouge, LA 70821  
[info@PrestigeCareDataSettlement.com](mailto:info@PrestigeCareDataSettlement.com)

#### **29. How do I get more information?**

For more information, please visit [www.PrestigeCareDataSettlement.com](http://www.PrestigeCareDataSettlement.com) or call toll-free 1-844-730-6791. 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.*