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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **COUNTY OF MONTEREY**

21 KEVIN HEALY and APRIL HERNANDEZ,
22 on behalf of themselves and all others
23 similarly situated,

24 Plaintiffs,

25 v.

26 REITER AFFILIATED COMPANIES, LLC,

27 Defendant.

Case No. 22-CV-003056

CLASS ACTION SETTLEMENT AGREEMENT

Honorable Carrie M. Panetta

Action Filed: October 6, 2022

1 This Settlement Agreement, dated as of May 19, 2023, is made and entered into by and
2 among the following Settling Parties (as defined below): Kevin Healy and April Hernandez
3 (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below),
4 by and through their counsel of record, Meyer Wilson Co., LPA, and Reiter Affiliated Companies,
5 LLC (“Reiter” and, together with Plaintiffs, the “Parties”), by and through its counsel of record,
6 Baker & Hostetler LLP.

7 The Settlement Agreement (as defined below) is subject to Court approval and is intended
8 by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released
9 Claims (as defined below), upon and subject to the terms and conditions hereof.

10 **I. THE LITIGATION**

11 Plaintiffs allege that, on July 4, 2022, Reiter discovered that it was the target of a criminal
12 cyberattack in which third-party criminals gained unauthorized access to Reiter’s network and
13 accessed sensitive personally identifying information (“PII”) relating to employer welfare and
14 pension plans (“Data Incident”). Plaintiffs further allege that Reiter failed to implement reasonable
15 security measures to safeguard PII and that it did not immediately inform those affected that their
16 PII was compromised in the Data Incident.

17 After discovering the Data Incident, Reiter and Related Entities (as defined below) notified
18 approximately 92,236 individuals of the Data Incident beginning on or around September 2, 2022.
19 Reiter offered these individuals credit- and identity-monitoring products through Equifax.

20 Plaintiffs received their notices on or around September 22, 2022. On October 6, 2022,
21 Plaintiffs filed a lawsuit asserting claims against Reiter relating to the Data Incident. The case is
22 titled *Healy, et al. v. Reiter Affiliated Companies, LLC*, Case No. No. 22-CV-003056 (Superior
23 Court for the County of Monterey) (the “Litigation”).

24 From the onset of the Litigation, and over the course of several months, the Parties engaged
25 in settlement negotiations. As a result of these negotiation, the Parties reached a settlement, which
26 is memorialized in this settlement agreement (“Settlement Agreement”).

27 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution
28 of all claims and causes of action asserted, or that could have been asserted, against Reiter and the

1 Released Persons (as defined below) relating to the Data Incident, by and on behalf of
2 Representative Plaintiffs and the Settlement Class (as defined below).

3 **II. CLAIMS OF REPRESENTATIVE PLAINTIFFS AND BENEFITS OF SETTLING**

4 Plaintiffs believe the claims asserted in the Litigation, as set forth in the Class Action
5 Complaint, have merit. Plaintiffs and Proposed Settlement Class Counsel recognize and
6 acknowledge, however, the expense and length of continued proceedings necessary to prosecute
7 the Litigation against Reiter through discovery, motion practice, trial, and potential appeals. They
8 have also considered the uncertain outcome and risk of further litigation, as well as the difficulties
9 and delays inherent in such litigation, especially in complex class actions.

10 Proposed Settlement Class Counsel are highly experienced in class action litigation and
11 very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such
12 litigation and in this Litigation. They have determined that the settlement set forth in this Settlement
13 Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

14 **III. DENIAL OF WRONGDOING AND LIABILITY**

15 Reiter denies each and all of the claims and contentions alleged against it in the Litigation.
16 Reiter denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the
17 Litigation. Nonetheless, Reiter has concluded that further conduct of the Litigation would be
18 protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in
19 the manner and upon the terms and conditions set forth in this Settlement Agreement. Reiter has
20 considered the uncertainty and risks inherent in any litigation. Reiter has, therefore, determined that
21 it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and
22 conditions set forth in this Settlement Agreement.

23 **IV. TERMS OF SETTLEMENT**

24 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
25 Plaintiffs, individually and on behalf of the Settlement Class, Proposed Settlement Class Counsel,
26 and Reiter that, subject to the approval of the Court, the Litigation and the Released Claims shall
27 be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with
28 prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class, except those

1 members of the Settlement Class who lawfully opt-out of the Settlement Agreement, upon and
2 subject to the terms and conditions of this Settlement Agreement, as follows:

3 **1. Definitions**

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

6 1.1 “Agreement” or “Settlement Agreement” means this agreement.

7 1.2 “California Settlement Subclass” means the approximately 87,148 persons residing
8 in California as of July 4, 2022, who were sent written notification that their PII was potentially
9 compromised as a result of the Data Incident that was discovered on or about July 4, 2022, except
10 any Judge who adjudicates this case, as well as their staff and immediate family members, all of
11 whom are excluded from the California Settlement Subclass.

12 1.3 “California Settlement Subclass Member(s)” means all persons meeting the
13 definition of the California Settlement Subclass.

14 1.4 “Claims Administration” means the processing and payment of claims received
15 from members of the Settlement Class by the Claims Administrator.

16 1.5 “Claims Administrator” means Epiq, a company experienced in administering class
17 action claims generally and specifically those of the type provided for and made in data-related
18 litigation.

19 1.6 “Claims Deadline” means the postmark and/or online submission deadline for Valid
20 Claims submitted pursuant to ¶¶ 2.1-2.5, which will be the 90th day after the Notice
21 Commencement Date.

22 1.7 “Claim Form” means the claim form to be used by members of the Settlement Class
23 to submit a Settlement Claim, either through the mail or online through the Settlement Website,
24 substantially in the form as shown in Exhibit A attached hereto.

25 1.8 “Costs of Claims Administration” means all actual costs associated with or arising
26 from Claims Administration.

27 1.9 “Court” means the Superior Court of the State of California for the County of
28 Monterey.

1 1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims
2 as set forth in this Agreement.

3 1.11 “Effective Date” means the first date by which all of the events and conditions
4 specified in ¶ 1.12 herein have occurred and been met.

5 1.12 “Final” means the occurrence of all of the following events: (i) the settlement
6 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a
7 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal
8 from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the
9 Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be
10 taken, and such dismissal or affirmance has become no longer subject to further appeal or review.
11 Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service
12 award made in this case shall not affect whether the Judgment is “Final” as defined herein or any
13 other aspect of the Judgment.

14 1.13 “Judgment” means a judgment rendered by the Court.

15 1.14 “Long-Form Notice” means the long form notice of settlement posted on the
16 Settlement Website, substantially in the form as shown in Exhibit B attached hereto.

17 1.15 “Notice Commencement Date” means after the date the Claims Administrator sends
18 the Short-Form Notice, which shall be within thirty (30) days after the Claims Administrator has
19 received confirmation that it has the Class Member Information from Reiter.

20 1.16 “Objection Date” means the date by which members of the Settlement Class must
21 mail to Proposed Settlement Class Counsel and counsel for Reiter or, in the alternative, file with
22 the Court through the Court’s electronic case filing system their objection to the Settlement
23 Agreement for that objection to be effective. The postmark date shall constitute evidence of the
24 date of mailing for these purposes.

25 1.17 “Opt-Out Date” means the date by which members of the Settlement Class must
26 mail their requests to be excluded from the Settlement Class for that request to be effective. The
27 postmark date shall constitute evidence of the date of mailing for these purposes.
28

1 1.18 “Person” means an individual, corporation, partnership, limited partnership, limited
2 liability company or partnership, association, joint stock company, estate, legal representative,
3 trust, unincorporated association, government or any political subdivision or agency thereof, and
4 any business or legal entity, and their respective spouses, heirs, predecessors, successors,
5 representatives, or assignees.

6 1.19 “Preliminary Approval Order” means the order preliminarily approving the
7 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling
8 Parties’ proposed form of Preliminary Approval Order attached hereto as Exhibit C.

9 1.20 “Proposed Settlement Class Counsel” means Mathew R. Wilson and Michael J.
10 Boyle, Jr. of Meyer Wilson Co., LPA., and Sam Strauss and Raina Borrelli of Turke & Strauss,
11 LLP.

12 1.21 “Related Entities” means Reiter’s respective past or present parents, subsidiaries,
13 divisions, and related or affiliated entities, including but not limited to entities who provided notice
14 of the Data Incident, and each of their respective predecessors, successors, directors, officers,
15 employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation,
16 any affiliate for whom Reiter performs administrative services, and any Person related to any of
17 the foregoing who is, was, or could have been named as a defendant in any of the actions in the
18 Litigation.

19 1.22 “Released Claims” shall collectively mean any and all past, present, and future
20 claims and causes of action including, but not limited to, any causes of action arising under or
21 premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any
22 country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all
23 similar statutes in effect in any states in the United States; violations of the California Consumer
24 Protection Act (or California Consumer Privacy Act), Cal. Civ. Code § 1798, *et seq.*, including any
25 amendments thereto or regulations associated therewith, including, but not limited to, those found
26 at 11 CCR §§ 7000, *et seq.*, or the California Unfair Competition Law, Business and Professions
27 Code §§ 17200, *et seq.*, and all similar federal, state, or municipal data-privacy or consumer-
28 protection statutes, including any such laws governing data privacy, data protection, data breaches,

1 or cybersecurity; negligence *per se*; breach of contract; breach of implied contract; breach of
2 fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether
3 fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide
4 adequate notice pursuant to any breach notification statute or common law duty; and including, but
5 not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief,
6 equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the
7 creation of a fund for future damages, statutory damages, punitive damages, special damages,
8 exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown,
9 liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any
10 other form of legal or equitable relief that either has been asserted, was asserted, or could have been
11 asserted, by any member of the Settlement Class against any of the Released Persons based on,
12 relating to, concerning, or arising out of the Data Incident or the allegations, transactions,
13 occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released
14 Claims shall not include the right of any Settlement Class Member or any of the Released Persons
15 to enforce the terms of the settlement contained in this Settlement Agreement and shall not include
16 the claims of members of the Settlement Class who have timely excluded themselves from the
17 Settlement Class.

18 1.23 "Released Persons" means Reiter and Related Entities and each of their past or
19 present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
20 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and
21 reinsurers.

22 1.24 "Plaintiffs" and "Representative Plaintiffs" mean Kevin Healy and April
23 Hernandez.

24 1.25 "Data Incident" means the cyberattack perpetrated on Reiter on or around June 25,
25 2022, to July 4, 2022, in which third-party criminals gained unauthorized access to Reiter's network
26 and may have gained unauthorized access to the personal information of Plaintiffs and other
27 consumers.

28

1 1.26 “Settlement Claim” means a claim for settlement benefits made under the terms of
2 this Settlement Agreement.

3 1.27 “Settlement Class” means the approximately 92,236 persons who were sent written
4 notification that their PII was potentially compromised as a result of the Data Incident that was
5 discovered on or about July 4, 2022, except any Judge who adjudicates this case, as well as their
6 staff and immediate family members, all of whom are excluded from the Settlement Class.

7 1.28 “Settlement Class Member(s)” means all persons meeting the definition of the
8 Settlement Class.

9 1.29 “Settlement Website” means a website, the URL for which to be mutually selected
10 by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement
11 Agreement, their rights, dates and deadlines and related information, and that will provide the
12 Settlement Class Members with the ability to submit a Settlement Claim online.

13 1.30 “Settling Parties” means, collectively, Reiter and Plaintiffs, individually and on
14 behalf of the Settlement Class.

15 1.31 “Short-Form Notice” means the short form notice of the proposed class action
16 settlement, substantially in the form as shown in Exhibit D attached hereto.

17 1.32 “Unknown Claims” means any of the Released Claims that any member of the
18 Settlement Class, including any Plaintiffs, does not know or suspect to exist in his/her favor at the
19 time of the release of the Released Persons that, if known by him or her, might have affected his or
20 her settlement with, and release of, the Released Persons, or might have affected his or her decision
21 not to object to and/or to participate in this Settlement Agreement. With respect to any and all
22 Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs
23 intend to and expressly shall have, and each of the other members of the Settlement Class intend to
24 and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions,
25 rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions,
26 rights, and benefits conferred by any law of any state, province, or territory of the United States
27 (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-
28

1 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which
2 is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

10 Members of the Settlement Class, including Plaintiffs, and any of them, may hereafter
11 discover facts in addition to, or different from, those that they, and any of them, now know or
12 believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly
13 shall have, and each other member of the Settlement Class shall be deemed to have, and by
14 operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and
15 released any and all Released Claims. The Settling Parties acknowledge, and members of the
16 Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the
17 foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

18 1.33 “United States” as used in this Settlement Agreement includes the District of
19 Columbia and all territories.

20 1.34 “Valid Claims” means Settlement Claims in an amount approved by the Claims
21 Administrator or found to be valid through the claims processing and/or Dispute Resolution
22 process.

23 **2. Settlement Benefits and Settlement Class Certification**

24 2.1 Credit Monitoring for the Settlement Class. Any Settlement Class Member who
25 makes a Valid Claim shall be given a code, at Reiter’s expense, that can be used to activate 24
26 months of 3-bureau credit monitoring that includes \$1,000,000 reimbursement insurance and
27 identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring
28 services.

2.2 Compensation for Losses for the Settlement Class. Any Settlement Class Member
who makes a Valid Claim shall be paid up to \$4,000 by Reiter for out-of-pocket expenses, if:

- 1 a) The loss is an actual, documented, and unreimbursed monetary loss to the
- 2 Settlement Class Member;
- 3 b) The loss was more likely than not caused by the Data Incident;
- 4 c) The loss occurred on or after July 4, 2022, and before the Claims Deadline;
- 5 d) The Settlement Class Member made reasonable efforts to avoid, or seek
- 6 reimbursement for, the loss, including but not limited to exhaustion of all available credit-
- 7 monitoring insurance, identity-theft insurance, or any other insurance available to them;
- 8 e) The Settlement Class Member provides documents showing that they
- 9 suffered the loss;
- 10 f) The Settlement Class Member provides an attestation to each of the
- 11 foregoing using the Claim Form that includes a written description of how the loss came to be and
- 12 a statement that the documents showing the loss are authentic; and
- 13 g) The Claims Administrator, after reviewing the claim and attestation for
- 14 qualification, completeness, and plausibility, approves the loss as valid.

15 2.3 Statutory Benefit for the California Settlement Subclass. All California Settlement

16 Subclass Members who make a Valid Claim as determined by the Claims Administrator, shall be

17 paid \$75 by Reiter, subject to a total maximum amount of \$196,050; if Valid Claims for the

18 Statutory Benefit for the California Settlement Subclass exceed \$196,050, each California

19 Settlement Subclass Member who makes a Valid Claim, as determined by the Claims

20 Administrator, will receive a pro-rata share of \$196,050.

21 2.4 Lost-Time Reimbursement for Settlement Class Members who are not members of

22 the California Settlement Subclass. All Settlement Class Members who are not California

23 Settlement Subclass Members who make a Valid Claim that they spent at least 1 full hour

24 performing activities because of the Data Incident shall be paid \$20/hour, up to three hours (*i.e.*,

25 \$60), by Reiter if the Settlement Class Member provides an attestation using the Claim Form that

26 they actually spent the claimed time responding to issues raised by the Data Incident and a written

27 description of how their time was spent.

28

1 2.5 Claim Form. To be eligible for any of the settlement benefits described in ¶¶ 2.1,
2 2.2, 2.3, or 2.4, Settlement Class Members must complete and submit a Claim Form to the Claims
3 Administrator, postmarked or submitted online on or before the 90th day after the Notice
4 Commencement Date. The notice to the Settlement Class will specify this deadline and other
5 relevant dates described herein. The Claim Form must be attested to by the Settlement Class
6 Member with a statement that their claim is true and correct, to the best of their knowledge and
7 belief, and is being made under penalty of perjury. Notarization shall not be required. In addition,
8 failure to provide supporting documentation of out-of-pocket expenses referenced above, as
9 requested on the Claim Form, shall result in an automatic denial of a claim by the Claims
10 Administrator.

11 2.6 Dispute Resolution for Claims.

12 a) The Claims Administrator, in its sole discretion to be reasonably exercised,
13 will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant has
14 provided all information needed to be completed in the Claim Form, including any documentation
15 that may be necessary to reasonably support the out-of-expenses described in ¶ 2.2; and (3) the
16 information submitted could lead a reasonable person to conclude that more likely than not the
17 claimant has suffered the claimed losses as a result of the Data Incident.

18 b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that
19 is not accompanied by sufficient documentation to determine whether the claim is facially valid,
20 the Claims Administrator shall request additional information and give the claimant thirty (30) days
21 to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed
22 invalid and there shall be no obligation to pay the claim.

23 c) The Claims Administrator may, at any time, request from the claimant, in
24 writing, additional information as the Claims Administrator may reasonably require in order to
25 evaluate the claim, *e.g.*, documentation requested on the Claim Form, information regarding the
26 claimed losses, available insurance and the status of any claims made for insurance benefits, and
27 claims previously made for identity theft and the resolution thereof.
28

1 d) Following receipt of additional information requested by the Claims
2 Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser
3 amount, or reject each claim. If, after review of the claim and all documentation submitted by the
4 claimant, the Claims Administrator determines that such a claim is facially valid, then the claim
5 shall be paid. If the claim is not facially valid because the claimant has not provided all information
6 needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may
7 reject the claim without any further action.

8 e) Settlement Class Members shall have thirty (30) days from receipt of the
9 offer to accept or reject any offer of partial payment received from the Claims Administrator. If a
10 Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator
11 shall have fifteen (15) days to reconsider its initial adjustment amount and make a final
12 determination.

13 2.7 Confirmatory Discovery. Reiter has provided or will provide reasonable access to
14 confidential confirmatory discovery regarding the number of Settlement Class Members and state
15 of residence and the facts and circumstances of the Data Incident and Reiter's response thereto.

16 2.8 Settlement Expenses. Reiter agrees to pay all costs for notice to the Settlement
17 Class, as required under ¶¶ 3.1-3.52, and Costs of Claims Administration under ¶¶ 8.1-8.4.

18 2.9 Settlement Class and California Settlement Subclass Certification. The Settling
19 Parties agree, for purposes of this settlement only, to the certification of the Settlement Class and
20 the California Settlement Subclass. If the settlement set forth in this Settlement Agreement is not
21 approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the
22 terms of this Settlement Agreement, this Settlement Agreement, and the certification of the
23 Settlement Class and California Settlement Subclass provided for herein, will be vacated and the
24 Litigation shall proceed as though the Settlement Class and California Settlement Subclass had
25 never been certified, without prejudice to any Person's or Settling Party's position on the issue of
26 class certification or any other issue. The Settling Parties' agreement to the certification of the
27 Settlement Class and California Settlement Subclass is also without prejudice to any position
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1 asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights
2 are specifically preserved.

3 **3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing**

4 3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed
5 Settlement Class Counsel and counsel for Reiter shall jointly submit this Settlement Agreement to
6 the Court, and Proposed Settlement Class Counsel will file with the Court a motion for preliminary
7 approval of the settlement that requests entry of a Preliminary Approval Order in the form to be
8 agreed upon by the parties, or an order substantially similar to such form in both terms and cost,
9 requesting, among other things:

- 10 a) certification of the Settlement Class and California Settlement Class for
11 settlement purposes only pursuant to ¶ 2.9;
 - 12 b) preliminary approval of the Settlement Agreement as set forth herein;
 - 13 c) appointment of Proposed Settlement Class Counsel as Settlement Class
14 Counsel;
 - 15 d) appointment of Plaintiffs as Class Representatives;
 - 16 e) approval of a customary form of Short-Form Notice to be mailed to
17 Settlement Class Members in a form substantially similar to the one
18 attached as Exhibit D attached hereto;
 - 19 f) approval of the Long-Form Notice to be posted on the Settlement Website
20 in a form substantially similar to the one attached as Exhibit B, which,
21 together with the Short-Form Notice, shall include a fair summary of the
22 parties' respective litigation positions, the general terms of the settlement
23 set forth in the Settlement Agreement, instructions for how to object to or
24 opt-out of the settlement, the process and instructions for making claims to
25 the extent contemplated herein, and the date, time and place of the Final
26 Fairness Hearing; and
 - 27 g) appointment of Epiq as the Claims Administrator.
- 28

1 3.2 Reiter shall pay for providing notice to the Settlement Class in accordance with the
2 Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims
3 Administration. Notice shall be provided to Settlement Class Members by the Claims Administrator
4 as follows:

5 a) *Class Member Information*: No later than fourteen (14) days after entry of the
6 Preliminary Approval Order, Reiter shall confirm that the Claims Administrator has
7 in its possession the name and last known physical address of each Settlement Class
8 Member (collectively, “Class Member Information”) that Reiter possesses. The
9 Class Member Information and its contents shall be used by the Claims
10 Administrator solely for the purpose of performing its obligations pursuant to this
11 Settlement Agreement and shall not be used for any other purpose at any time.
12 Except to administer the settlement as provided in this Settlement Agreement, or
13 provide all data and information in its possession to the Settling Parties upon request,
14 the Claims Administrator shall not reproduce, copy, store, or distribute in any form,
15 electronic or otherwise, the Class Member Information.

16 b) *Settlement Website*: Prior to the dissemination of the Short-Form Notice, the Claims
17 Administrator shall establish the Settlement Website that will inform Settlement
18 Class Members of the terms of this Settlement Agreement, their rights, dates and
19 deadlines and related information. The Settlement Website shall include, in .pdf
20 format and available for download, the following: (i) the Long-Form Notice; (ii) the
21 Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement;
22 (v) the operative Amended Class Action Complaint filed in the Litigation; and (vi)
23 any other materials agreed upon by the Parties and/or required by the Court. The
24 Settlement Website shall provide Class Members with the ability to complete and
25 submit the Claim Form electronically.

26 c) *Short-Form Notice*: Within thirty (30) days after receiving confirmation that it has
27 the Class Member Information from Reiter and subject to the requirements of this
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1 Agreement and the Preliminary Approval Order, the Claims Administrator will
2 provide notice to the Settlement Class as follows:

- 3 • To all class members via mail;
- 4 • Before any mailing under this Paragraph occurs, the Claims Administrator
5 shall run the postal addresses of Settlement Class Members through the
6 United States Postal Service (“USPS”) National Change of Address database
7 to update any change of address on file with the USPS;
- 8 • in the event that a mailed Short-Form Notice is returned to the Claims
9 Administrator by the USPS because the address of the recipient is no longer
10 valid, and the envelope contains a forwarding address, the Claims
11 Administrator shall re-send the Short-Form Notice to the forwarding address
12 within seven (7) days of receiving the returned Short-Form Notice;
- 13 • in the event that subsequent to the first mailing of a Short-Form Notice, and
14 at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a
15 Short-Form Notice is returned to the Claims Administrator by the USPS
16 because the address of the recipient is no longer valid, *i.e.*, the envelope is
17 marked “Return to Sender” and does not contain a new forwarding address,
18 the Claims Administrator shall perform a standard skip trace, in the manner
19 that the Claims Administrator customarily performs skip traces, in an effort
20 to attempt to ascertain the current address of the particular Settlement Class
21 Member in question and, if such an address is ascertained, the Claims
22 Administrator will re-send the Short-Form Notice within seven (7) days of
23 receiving such information. This shall be the final requirement for mailing.

24 d) Publishing, on or before the Notice Commencement Date, the Short-Form Notice,
25 Claim Form, and Long-Form Notice on the Settlement Website, as specified in the
26 Preliminary Approval Order, and maintaining and updating the website throughout
27 the claim period;
28

- 1 e) A toll-free help line shall be made available to provide Settlement Class Members
- 2 with additional information about the settlement; and
- 3 f) Contemporaneously with seeking Final Approval of the Settlement, Proposed
- 4 Settlement Class Counsel and Reiter shall cause to be filed with the Court an
- 5 appropriate affidavit or declaration with respect to complying with this provision of
- 6 notice.

7 3.3 The Short-Form Notice, Long-Form Notice, and other applicable communications
8 to the Settlement Class may be adjusted by the Claims Administrator in consultation and agreement
9 with the Settling Parties, as may be reasonable and not inconsistent with such approval.

10 3.4 The Notice Program shall commence within thirty (30) days after entry of the
11 Preliminary Approval Order and shall be completed within forty-five (45) days after entry of the
12 Preliminary Approval Order.

13 3.5 Proposed Settlement Class Counsel and Reiter’s counsel shall request that, after
14 notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval
15 of the settlement as set forth herein.

16 **4. Opt-Out Procedures**

17 4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and
18 timely submit written notice of such intent to the designated Post Office box established by the
19 Claims Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the
20 Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days
21 after the Notice Commencement Date (the “Opt-Out Date”).

22 4.2 All Persons who submit valid and timely notices of their intent to opt-out of the
23 Settlement Class, as set forth in ¶ 4.1, referred to herein as “Opt-Outs,” shall not receive any benefits
24 of and/or be bound by the terms of this Settlement Agreement.

25 4.3 All Persons falling within the definition of the Settlement Class who do not opt-out
26 of the Settlement Class in the manner set forth in ¶ 4.1 shall be bound by the terms of this Settlement
27 Agreement and Judgment entered thereon.

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1 4.4 In the event that, within ten (10) days after the Opt-Out Date as approved by the
2 Court, there have been more than 25 timely and valid Opt-Outs submitted, Reiter may, in its sole
3 discretion, void this Settlement Agreement by notifying Proposed Settlement Class Counsel and
4 the Court in writing. If Reiter voids the Settlement Agreement pursuant to this paragraph, Reiter
5 shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees,
6 costs, and expenses of Proposed Settlement Class Counsel and service awards.

7 **5. Objection Procedures**

8 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
9 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:
10 (i) the objector's full name and address; (ii) the case name and docket number, *Healy, et al. v. Reiter*
11 *Affiliated Companies, LLC, Inc.*, Case No. No. 22-CV-003056 (Superior Court for the County of
12 Monterey); (iii) information identifying the objector as a Settlement Class Member, including proof
13 that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice,
14 copy of original notice of the Data Incident, or a statement explaining why the objector believes
15 they are a Settlement Class Member); (iv) a written statement of all grounds for the objection,
16 accompanied by any legal support for the objection the objector believes applicable; (v) the identity
17 of any and all counsel representing the objector in connection with the objection; (vi) a statement
18 whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
19 the objector's signature or the signature of the objector's duly authorized attorney or other duly
20 authorized representative (if any) representing him or her in connection with the objection.

21 5.2 To be timely, written notice of an objection in the appropriate form must be mailed,
22 with a postmark date no later than sixty (60) days from the Notice Commencement Date (the
23 "Objection Date"), to Proposed Settlement Class Counsel, Matthew R. Wilson, Meyer Wilson Co.,
24 LPA, 305 W. Nationwide Blvd., Columbus, Ohio 43215; and counsel for Reiter, Matthew D.
25 Pearson, Baker & Hostetler, LLP, 600 Anton Blvd., Suite 900, Costa Mesa, California 92626.

26 5.3 The objector or his or her counsel may also file objections with the Court through
27 the Court's electronic-filing system, with service on Proposed Settlement Class Counsel and
28 Reiter's counsel made through mail.

1 5.4 For all objections mailed to Proposed Settlement Class Counsel and counsel for
2 Reiter, Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion
3 for Final Approval of the Settlement.

4 5.5 Any Settlement Class Member who fails to comply with the requirements for
5 objecting in ¶ 5.1 shall waive and forfeit any and all rights they may have to appear separately
6 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement
7 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means
8 for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without
9 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this
10 Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to
11 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

12 **6. Releases**

13 6.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall
14 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
15 relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the
16 fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either
17 directly, indirectly, representatively, as a member of or on behalf of the general public or in any
18 capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in
19 any recovery in any action in this or any other forum (other than participation in the settlement as
20 provided herein) in which any of the Released Claims is asserted.

21 6.2 Upon the Effective Date, Reiter shall be deemed to have, and by operation of the
22 Judgment shall have, fully, finally, and forever released, relinquished, and discharged,
23 Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement
24 Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the
25 institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims,
26 except for enforcement of the Settlement Agreement. Any other claims or defenses Reiter may have
27 against such Persons including, without limitation, any claims based upon or arising out of any
28 retail, banking, debtor-creditor, contractual, or other business relationship with such Persons that

1 are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or
2 resolution of the Litigation or the Released Claims are specifically preserved and shall not be
3 affected by the preceding sentence.

4 6.3 Notwithstanding any term herein, neither Reiter nor its Related Parties shall have or
5 shall be deemed to have released, relinquished or discharged any claim or defense against any
6 Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and
7 Proposed Settlement Class Counsel.

8 **7. Plaintiffs' Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to**
9 **Representative Plaintiffs**

10 7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses
11 and/or service award to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3, until after the substantive terms
12 of the settlement had been agreed upon, other than that Reiter would pay reasonable attorneys' fees,
13 costs, expenses, and a service award to Plaintiffs as may be agreed to by Reiter and Proposed
14 Settlement Class Counsel and/or as ordered by the Court, or in the event of no agreement, then as
15 ordered by the Court. Reiter and Proposed Settlement Class Counsel then negotiated and agreed to
16 the payment described in ¶ 7.2.

17 7.2 Proposed Settlement Class Counsel will seek, and Reiter has agreed not to oppose,
18 an order from the Court awarding \$200,000.00 to Proposed Settlement Class Counsel for attorneys'
19 fees, inclusive of any costs and expenses of the Litigation. Proposed Settlement Class Counsel, in
20 their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses
21 awarded by the Court among Plaintiffs' Counsel.

22 7.3 Proposed Settlement Class Counsel will seek, and Reiter has agreed not to oppose,
23 an order from the Court awarding \$2,500 in service awards to each of the Class Representatives.

24 7.4 If awarded by the Court, Reiter shall pay the attorneys' fees, costs, expenses, and
25 service awards to Plaintiffs, as set forth above in ¶¶ 7.2 and 7.3, within 30 days after the Effective
26 Date. Service awards to Class Representatives and attorneys' fees, costs, and expenses will be
27 mailed to Proposed Settlement Class Counsel, Matthew R. Wilson, Meyer Wilson Co., LPA, 305
28 W. Nationwide Blvd., Columbus, Ohio 43215. Proposed Settlement Class Counsel shall thereafter

1 distribute the award of attorneys' fees, costs, and expenses among Plaintiffs' Counsel and service
2 awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

3 7.5 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service
4 award to Plaintiffs, are intended to be considered by the Court separately from the Court's
5 consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will
6 not in any way reduce the consideration being made available to the Settlement Class as described
7 herein. No order of the Court, or modification or reversal or appeal of any order of the Court,
8 concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service award ordered by
9 the Court to Proposed Settlement Class Counsel or Plaintiffs shall affect whether the Judgment is
10 Final or constitute grounds for cancellation or termination of this Settlement Agreement.

11 **8. Administration of Claims**

12 8.1 The Claims Administrator shall administer and calculate the claims submitted by
13 Settlement Class Members under ¶¶ 2.1, 2.2, 2.3, and 2.4. Proposed Settlement Class Counsel and
14 counsel for Reiter shall be given reports as to both claims and distribution, and have the right to
15 review and obtain supporting documentation and challenge such reports if they believe them to be
16 inaccurate or inadequate. The Claims Administrator's determination of whether a Settlement Claim
17 is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.6. All
18 claims agreed to be paid in full by Reiter shall be deemed valid.

19 8.2 Checks for Valid Claims shall be mailed and postmarked within ninety (90) days
20 of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever
21 date is later.

22 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits
23 hereunder within the time frames set forth herein, or such other period as may be ordered by the
24 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits
25 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,
26 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.
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1 8.4 No Person shall have any claim against the Claims Administrator, Reiter, Proposed
2 Settlement Class Counsel, Plaintiffs, and/or Reiter’s counsel based on distributions of benefits to
3 Settlement Class Members.

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

5 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of
6 the following events:

- 7 a) the Court has entered the Order of Preliminary Approval and Publishing of Notice
8 of a Final Fairness Hearing, as required by ¶ 3.1;
- 9 b) Reiter has not exercised its option to terminate the Settlement Agreement pursuant
10 to ¶ 4.4;
- 11 c) the Court has entered the Judgment granting final approval to the settlement as set
12 forth herein; and
- 13 d) the Judgment has become Final, as defined in ¶ 1.12.

14 9.2 If all conditions specified in ¶ 9.1 hereof are not satisfied, the Settlement Agreement
15 shall be canceled and terminated subject to ¶ 9.4 unless Proposed Settlement Class Counsel and
16 Reiter’s counsel mutually agree in writing to proceed with the Settlement Agreement.

17 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall
18 furnish to Proposed Settlement Class Counsel and to Reiter’s counsel a complete list of all timely
19 and valid requests for exclusion (the “Opt-Out List”).

20 9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2,
21 and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement
22 is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective
23 positions in the Litigation and shall jointly request that all scheduled litigation deadlines be
24 reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party’s
25 counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force
26 and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other
27 proceeding for any purpose, and any judgment or order entered by the Court in accordance with the
28 terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any

1 statement in this Settlement Agreement to the contrary, no order of the Court or modification or
2 reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or
3 service awards shall constitute grounds for cancellation or termination of the Settlement
4 Agreement.

5 **10. Miscellaneous Provisions**

6 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
7 agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and
8 implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts
9 to accomplish the terms and conditions of this Settlement Agreement.

10 10.2 The Settling Parties intend this settlement to be a final and complete resolution of
11 all disputes between them with respect to the Litigation. The settlement compromises claims that
12 are contested and shall not be deemed an admission by any Settling Party as to the merits of any
13 claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith
14 by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with
15 competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party
16 determines to be appropriate, any contention made in any public forum that the Litigation was
17 brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have
18 any liability to any other Party as it relates to the Litigation, except as set forth herein.

19 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
20 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
21 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
22 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the
23 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
24 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative
25 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may
26 file the Settlement Agreement and/or the Judgment in any action that may be brought against them
27 or any of them in order to support a defense or counterclaim based on principles of *res judicata*,
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1 collateral estoppel, release, good-faith settlement, judgment bar, or reduction or any other theory
2 of claim preclusion or issue preclusion or similar defense or counterclaim.

3 10.4 The Settlement Agreement may be amended or modified only by a written
4 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

5 10.5 This Agreement contains the entire understanding between Reiter and Plaintiffs
6 regarding the payment of the Litigation settlement and supersedes all previous negotiations,
7 agreements, commitments, understandings, and writings between Reiter and Plaintiffs in
8 connection with the payment of the Litigation settlement. Except as otherwise provided herein,
9 each party shall bear its own costs..

10 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
11 authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the
12 Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are
13 expressly authorized to enter into any modifications or amendments to the Settlement Agreement
14 on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this
15 Settlement Agreement and to ensure fairness to the Settlement Class.

16 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any
17 party hereto hereby warrants that such Person has the full authority to do so.

18 10.8 The Settlement Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them shall be deemed to be one and the same instrument. A
20 complete set of original executed counterparts shall be filed with the Court.

21 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
22 successors and assigns of the parties hereto.

23 10.10 The Court shall retain jurisdiction with respect to implementation and enforcement
24 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the
25 Court for purposes of implementing and enforcing the settlement embodied in the Settlement
26 Agreement.

27 10.11 As used herein, “they” means “he, she, they, or it” and vice versa; “their” means
28 “his, hers, theirs, or its,” and vice versa; and “them” means “him, her, them, or it” and vice versa.

1 10.12 All dollar amounts are in United States dollars (USD).

2 10.13 Cashing a settlement check is a condition precedent to any Settlement Class
3 Member’s right to receive settlement benefits. All settlement checks shall be void ninety (90) days
4 after issuance and shall bear the language: “This check must be cashed within ninety (90) days,
5 after which time it is void.” If a check becomes void, the Settlement Class Member shall have until
6 six months after the Effective Date to request re-issuance. If no request for re-issuance is made
7 within this period, the Settlement Class Member will have failed to meet a condition precedent to
8 recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief
9 shall be extinguished, and Reiter shall have no obligation to make payments to the Settlement Class
10 Member for expense reimbursement under ¶¶ 2.1, 2.2, 2.3, and 2.4 or any other type of monetary
11 relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-
12 issued for any reason more than one hundred eighty (180) days from the Effective Date, requests
13 for re-issuance need not be honored after such checks become void.

14 10.14 All agreements made and orders entered during the course of the Litigation relating
15 to the confidentiality of information shall survive this Settlement Agreement.

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

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(Signature page follows.)

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DocuSigned by:

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DEFENDANT KELLER AFFILIATED
COMPANIES, LLC

By (print name): Kyle Bunstein

Title: Chief Financial Officer

Date:
May 22, 2023

/s/ Matthew D. Pearson
Matthew D. Pearson, Bar No. 294302
BAKER & HOSTETLER LLP

Attorney for Defendant


Date:
5/26/23

PLAINTIFF KEVIN HEALY

Date: _____

PLAINTIFF APRIL HERNANDEZ

Date: _____

DocuSigned by:

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Matthew R. Wilson, Esq. (SBN 290473)
Michael J. Boyle, Jr. (SBN 258560)
MEYER WILSON CO., LPA

Attorneys for Plaintiffs

Date: 5/26/2023 | 1:20 PM EDT

Sam Strauss
Raina Borrelli
Turke & Strauss, LLP

Attorneys for Plaintiffs

Date: _____

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DEFENDANT REITER AFFILIATED
COMPANIES, LLC

By (print name): _____

Title: _____

Date: _____

Matthew D. Pearson, Bar No. 294302
BAKER & HOSTETLER LLP

Attorney for Defendant

Date: _____



PLAINTIFF KEVIN HEALY

Date: 05/25/2023




PLAINTIFF APRIL HERNANDEZ

Date: 05/25/2023

Matthew R. Wilson, Esq. (SBN 290473)
Michael J. Boyle, Jr. (SBN 258560)
MEYER WILSON CO., LPA

Attorneys for Plaintiffs

Date: _____



Sam Strauss
Raina Borrelli
Turke & Strauss, LLP

Attorneys for Plaintiffs

Date: 05/25/2023

EXHIBIT A

Must be postmarked or
submitted online NO LATER
THAN **Month Day, 2023**

7/4/22 DATA INCIDENT CLAIMS ADMINISTRATOR
PO BOX **[PO BOX NO.]**
PORTLAND, OR **[ZIP CODE]**

5/8/2023 5:11 PM

Data Breach Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

If you received a written notice that your personally identifying information (“PII”) was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022, you are a Settlement Class Member and may submit a Claim in the lawsuit styled *Healy, et al. v. Reiter Affiliated Companies, LLC*, Case No. No. 22-CV-003056 (Superior Court for the County of Monterey).

If you were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022, AND you resided in California as of July 4, 2022, you are a California Settlement Subclass Member.

You can be both a Settlement Class Member and a California Settlement Subclass Member, or a Settlement Class Member only.

The easiest way to submit a claim is online at **[website]**, or you can complete and mail this claim form to the mailing address above by **[Month Day, 2023]**.

You may submit a claim for one or more of these benefits:

Credit Monitoring. Use the claim form to request 24 months of free 3-bureau Credit Monitoring that includes \$1,000,000 reimbursement insurance and identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring services.

Cash Reimbursement. Use the Claim Form to request money for one or more of the following:

- **Out-of-Pocket Expenses.** If you spent unreimbursed money trying to avoid or recover from fraud or identity theft that you believe is fairly traceable to the the Data Incident that was discovered on or about July 4, 2022, you can be reimbursed up to \$4,000. You must submit documents supporting your claim.
- **California Settlement Subclass.** If you are a Settlement Class Member and also a California Settlement Subclass Member (meaning you did reside in California as of July 4, 2022, and were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022), and you submit a Valid Claim, you will be paid \$75. If the number of Valid Claims for this settlement benefit in total, exceeds \$196,050, you will receive a pro-rata share (a legal term meaning an equal share) of \$196,050.

- **Reimbursement for Lost Time.** If you are a Settlement Class Member and you are NOT a California Settlement Subclass Member (meaning you did not reside in California as of July 4, 2022), you may receive reimbursement for up to 3 hours of lost time compensated at \$20 per hour if you spent at least one full hour and if you complete the attestation confirming that you actually spent the claimed time responding to issues raised by the Data Incident and provide a brief description of how your time was spent.

* * *

Claims must be submitted online or mailed by **Month Day, 2023. Use the address at the top of this form for mailed claims.**

Please note: the Claims Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions visit
www.[website]

Please note that Settlement Benefits will be distributed after the Settlement is approved by the Court and becomes final.

Your Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us in writing.

1. NAME:	First	Middle Initial	Last
2. MAILING ADDRESS:	Street Address		
	Apt. No.		
	City		
	State		
	Zip		
3. PHONE NUMBER:			

4. EMAIL ADDRESS:	
5. UNIQUE ID provided on mailed notice (if known):	

Credit Monitoring Services

All Settlement Class members are eligible to claim 24 months of 3-bureau Credit Monitoring that includes \$1,000,000 reimbursement insurance and identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring services.

I want to receive free Credit Monitoring Services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code after the settlement is final to your email address or home address. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Cash Payment: Money You Lost or Spent (Out-of-Pocket Expenses)

If you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money (Out-of-Pocket Expenses), you can receive reimbursement for up to \$4,000. It is important for you to send documents that show what happened and how much you lost or spent, so that you can be reimbursed.

To look up more details about how cash payments work, visit [\[website\]](#) or call toll-free [\[TFN\]](#). You will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Claims Administrator decides whether to approve your payment.

By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data breaches.

Loss Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Loss or Money Spent and Supporting Documents (e.g., receipts) (Identify what you are attaching, and why it's related to the Data Incident)
<p>Costs related to credit monitoring or identity theft protection purchased on or after July 4, 2022.</p> <p><i>Examples: Receipts, notices, or account statements reflecting payment for a credit freezing or monitoring services.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Costs, expenses, and losses due to identity theft, fraud, or misuse of your personal information on or after July 4, 2022, and fairly traceable to the Data Incident.</p> <p><i>Examples: Account statement with unauthorized charges circled; police report; IRS document; FTC Identity Theft Report; letter refusing to refund fraudulent charges.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/>
<p>Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident.</p> <p><i>Examples: Receipts or bills for expenses, invoices for attorney fees or financial services.</i></p>	<p>\$</p> <p>Date:</p>	<hr/> <hr/> <hr/> <hr/> <hr/>

California Settlement Subclass

If you are a Settlement Class Member and also a California Settlement Subclass Member (meaning you resided in California as of July 4, 2022, and were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022), and you submit a Valid Claim, you will be paid \$75. If the number of Valid Claims for this settlement benefit exceeds \$196,050, in total, you will receive a pro-rata share (a legal term meaning an equal share) of \$196,050.

By checking this box, I certify that I was residing in California as of July 4, 2022, and was mailed a written notice notifying me that my PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022

Cash Payment: Lost Time

If you are a Settlement Class Member and you are NOT a California Settlement Subclass Member (meaning you did not reside in California as of July 4, 2022), you may receive reimbursement for up to 3 hours of lost time compensated at \$20 per hour if you spent at least one full hour and can provide a brief description of your actions. Round up to the nearest hour and check only one box.

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By checking this box I attest that any claimed lost time was spent related to the Data Incident.

Description of Time Spent Related to the Data Incident

How You Would Like to Receive Your Cash Payment

If you made a claim for a cash payment on this Claim Form, you can elect to receive your payment either by check or via electronic payment (e.g., Paypal or similar service). If you choose an electronic payment, instructions for receiving your cash payment will be sent to the email address you provided on this Claim Form. Checks must be cashed within 90 days.

Which do you prefer?

- Electronic payment
 Check

Signature

I affirm under the laws of the United States that the information supplied in this Claim Form is true and correct to the best of my knowledge and that any documents that I have submitted in support of my claim are true and correct copies of original documentation.

I understand that I may be asked to provide more information by the Claims Administrator before my claim is complete.

Signature:

Date:

Print Name:

REMINDER: You can submit your claim online at [www.\[website\].com](http://www.[website].com). If you choose to submit your claim by mail, this form must be completed, signed, postmarked no later than **Month Day, 2023**, and addressed to: Data Breach Claims Administrator, PO Box **[PO Box No.]**, Portland, OR **[zip code]**.

EXHIBIT B

If you were notified of a Data Incident that was discovered on or about July 4, 2022, you may be entitled to benefits from a class action settlement.

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

- A settlement has been reached in a class action lawsuit against Reiter Affiliated Companies, LLC (the “Defendant”) regarding a criminal cyberattack on or about July 4, 2022, in which third-party criminals gained unauthorized access to its network and potentially accessed personally identifying information (“PII”) relating to employer welfare and pension plans (“Data Incident”). Plaintiffs in the lawsuit allege that the Defendant failed to implement reasonable security measures to safeguard PII and that it did not immediately inform those affected that their PII was compromised in the Data Incident, which allegations the Defendant denies. The parties have agreed to settle the lawsuit.
- You are a “Settlement Class Member” if you were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident. You are a “California Settlement Subclass Member” if you are a Settlement Class Member who resided in California as of July 4, 2022.
- Settlement Class Members and California Settlement Subclass Members may be able to recover the following applicable settlement benefits by submitting a timely and valid Claim Form:
 1. **Credit Monitoring:** Settlement Class Members are eligible to receive 24 months of 3-bureau credit monitoring that includes \$1,000,000 reimbursement insurance and identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring services.
 2. **Out-of-Pocket Expenses:** Settlement Class Members are eligible to receive a cash payment of up to \$4,000 for out-of-pocket expenses related to the Data Incident if certain requirements are satisfied.
 3. **California Statutory Benefit:** California Settlement Subclass Members (meaning those residing in California as of July 4, 2022) are eligible to receive a cash payment of up to \$75 (the amount may be lower based on the number of California Settlement Subclass Members who make a Valid Claim for this benefit).
 4. **Lost-Time Reimbursement:** If you are a Settlement Class Member and you are **not** a California Settlement Subclass Member (meaning those **not** residing in California as of July 4, 2022), you are eligible to receive a cash payment of \$20/hour for up to three (3) hours (\$60 total), if you spent at least one (1) full hour performing activities because of the Data Incident.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
Submit a Claim Form	To get settlement benefits, you must submit a timely and valid Claim Form.	Month DD, 20YY
Exclude Yourself	Get no settlement benefits. Keep your right to file your own lawsuit against the Defendant and Released Persons about the legal claims in this case.	Month DD, 20YY
Object	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	Month DD, 20YY
Do Nothing	Get no settlement benefits but be bound by the Settlement.	N/A

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

Questions? Go to www.xxxxxxxxx.com or call 1-xxx-xxx-xxxx

WHAT THIS NOTICE CONTAINS

requested attorneys’ fees, costs, and expenses. No settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

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BASIC INFORMATION

1. Why is this Notice being provided?

A state court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the settlement benefits, and how to get them.

The Honorable Vanessa W. Vallarta of the Superior Court of the State of California for the County of Monterey is overseeing this class action. The case is known as *Healy, et al. v. Reiter Affiliated Companies, LLC*, Case No. 22-CV-003056 (the “litigation”). The people who filed this lawsuit are called the “Plaintiffs” or “Representative Plaintiffs” and the company sued, Reiter Affiliated Companies, LLC is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs allege that, on July 4, 2022, the Defendant discovered that it was the target of a criminal cyberattack in which third-party criminals gained unauthorized access to its network and accessed PII relating to employer welfare and pension plans (“Data Incident”). Plaintiffs further allege that the Defendant failed to implement reasonable security measures to safeguard PII and that it did not immediately inform those affected that their PII was compromised in the Data Incident.

The Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. The Defendant denies these and all other allegations made in the litigation. By entering into the Settlement, the Defendant is not admitting any wrongdoing.

3. Why is the lawsuit a class action?

In a class action, a Representative Plaintiff or Plaintiffs sue on behalf of all people who have similar claims. Together, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

The Representative Plaintiffs in this case are Kevin Healy and April Hernandez.

4. Why is there a Settlement?

Plaintiffs and the Defendant do not agree with the allegations made in this litigation. The litigation has not gone to trial, and the Court has not decided in favor of the Plaintiffs or the Defendant. Instead, Plaintiffs and the Defendant have agreed to settle the litigation. Plaintiffs and the attorneys for the Settlement Class (“Proposed Settlement Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the settlement benefits and the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

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

You are a Settlement Class Member if you were mailed a written notice that your PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022.

You are a California Settlement Subclass Member if you were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident that was discovered on or about July 4, 2022, and you resided in California as of July 4, 2022.

You can be both a Settlement Class Member and a California Settlement Subclass Member, or a Settlement Class Member only.

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

Yes. Excluded from the Settlement Class are any Judge who adjudicates this case, as well as the Judge's staff and immediate family members, all of whom are excluded from the Settlement Class and the California Settlement Subclass.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.xxxxxxxxxx.com or call the Claims Administrator's Settlement toll-free telephone number at [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx).

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member, you may be able to recover the following applicable settlement benefits as part of the Settlement. You must submit a timely and valid Claim Form to receive any settlement benefits.

1. Credit Monitoring

If you are a Settlement Class Member and you submit a Valid Claim, you will be given a code, at the Defendant's expense, that can be used to activate 24 months of 3-bureau credit monitoring that includes \$1,000,000 reimbursement insurance and identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring services.

2. Out-of-Pocket Expenses

If you are a Settlement Class Member and you submit a Valid Claim, you will be paid up to \$4,000 for out-of-pocket expenses if all of the following requirements are satisfied.

- 1) The out-of-pocket expense is an actual, documented, and unreimbursed monetary loss to you, as a Settlement Class Member;
- 2) The out-of-pocket expense was more likely than not caused by the Data Incident;
- 3) The out-of-pocket expense occurred on or after July 4, 2022, and before the [\[Claims Deadline\]](#);
- 4) You made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance, identity-theft insurance, or any other insurance available to you;
- 5) You provide documents (*e.g.*, receipts) along with your Claim Form showing that you suffered the out-of-pocket expense;

Questions? Go to www.xxxxxxxxxx.com or call [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx)

- 6) You provide an attestation to each of the previous requirements for claiming out-of-pocket expenses using the Claim Form and you include a written description of how the out-of-pocket expense came to be and a statement that the documents showing the out-of-pocket expense are authentic; and
- 7) The Claims Administrator, after reviewing the claim and attestation for qualification, completeness, and plausibility, approves the out-of-pocket expense as valid.

3. California Settlement Subclass

If you are a Settlement Class Member and you **are** a California Settlement Subclass Member (meaning you were residing in California as of July 4, 2022), and you submit a Valid Claim, you will be paid \$75. If the number of Valid Claims for this settlement benefit in total, exceeds \$196,050, you will receive a pro-rata share (a legal term meaning an equal share) of \$196,050.

4. Lost-Time Reimbursement

If you are a Settlement Class Member and you are **not** a California Settlement Subclass Member (meaning you were **not** residing in California as of July 4, 2022), and you submit a Valid Claim showing that you spent at least one (1) full hour performing activities because of the Data Incident, you will be paid \$20/hour, up to three (3) hours (\$60 total). To qualify for this settlement benefit, you must complete the attestation section on the Claim Form confirming that you actually spent the claimed time responding to issues caused by the Data Incident and a written description of how your time was spent, which attestation the Claims Administrator will review for qualification, completeness, and plausibility and must approve.

9. How do I submit a claim for settlement benefits?

Settlement Class Members seeking settlement benefits for Credit Monitoring, Out-of-Pocket Expenses, a California Settlement Subclass payment, and/or Lost-Time Reimbursement, must complete and submit a timely and valid Claim Form to the Claims Administrator by **Month DD, 20YY**. Claim Forms can be mailed or submitted online at www.xxxxxxxxxx.com. If by mail, the Claim Form must be **postmarked** by **Month DD, 20YY**.

10. What am I giving up to receive settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and Released Persons relating to the issues in this litigation that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

11. What are the Released Claims?

The Class Action Settlement Agreement in Sections 1.21 - 1.23, 1.32, and 6 describes the Release, Released Entities, Released Claims, Released Persons, and Unknown Claims in necessary legal terminology, so please read this section carefully. The Class Action Settlement Agreement is available at www.xxxxxxxxxx.com or in the public Court records on file in this lawsuit. For questions regarding the Releases and what the language in the Class Action Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 of this Notice for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. How do I make a claim for settlement benefits?

To submit a Claim Form for Credit Monitoring, Out-of-Pocket Expenses, a California Settlement Subclass payment, and/or Lost-Time Reimbursement, you must complete and submit your Claim Form to the Claims Administrator, postmarked or submitted online on or before **Month DD, 20YY**. Claim Forms may be submitted online at www.xxxxxxxxxx.com or printed from the Settlement Website and mailed to the Claims Administrator at the address on the Claim Form. The quickest way to submit a Claim Form is online. Claim Forms are also available by calling **1-xxx-xxx-xxxx** or by writing to:

7/4/22 Data Incident Claims Administrator
PO Box **xxxx**
Portland, OR 97**xxx-xxxx**

13. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling **1-xxx-xxx-xxxx** or by writing to:

7/4/22 Data Incident Claims Administrator
PO Box **xxxx**
Portland, OR 97**xxx-xxxx**

14. When will I receive my settlement benefits?

If you file a timely and valid Claim Form, payment will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.xxxxxxxxxx.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Mathew R. Wilson and Michael J. Boyle, Jr. of Meyer Wilson Co., LPA and Sam Strauss and Raina Borrelli of Turke & Strauss, LLP as Proposed Settlement Class Counsel to represent you, the Settlement Class, and the California Settlement Subclass for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Proposed Settlement Class Counsel to represent you in this litigation.

16. How will Proposed Settlement Class Counsel be paid?

Proposed Settlement Class Counsel will file a motion asking the Court to award attorneys' fees, costs, and expenses of \$200,000. They will also ask the Court to approve service awards of \$2,500 to each of the Class Representatives for participating in this litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees, costs, and expenses, and the service awards will be paid by the Defendant. The Court may award less than these amounts.

Questions? Go to www.xxxxxxxxxx.com or call **1-xxx-xxx-xxxx**

Proposed Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses, and service awards will be made available on the Settlement Website at www.xxxxxxxxxx.com before the deadline for you to object to the Settlement.

OPTING OUT FROM THE SETTLEMENT

If you are a Settlement Class Member and you want to keep any right you may have to sue or continue to sue the Defendant and Released Persons on your own based on the claims raised in this litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or “opting out” of the Settlement.

17. How do I get out of the Settlement?

To opt out of the Settlement, you must mail a written notice of intent to opt out. The written notice must be signed, include your name, address, telephone number, and email address (if available), and clearly state that you wish to be excluded from the Settlement Class.

The opt out request must be **postmarked** and sent to the Claims Administrator at the following address by **Month DD, 20YY**:

7/4/22 Data Incident Claims Administrator
Exclusions
PO Box **xxxx**
Portland, OR 97**xxx-xxxx**

You cannot exclude yourself by telephone or by email.

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get settlement benefits if you stay in the Settlement.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant and Released Persons for the claims this Settlement resolves and Releases relating to the Data Incident. You must opt out of this Settlement to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant, the Related Entities, or any of the Released Persons. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement. To object, you must file a timely, written notice of your objection as provided below, **postmarked** no later than **Month DD, 20YY**. The objection must include all the following additional information:

- (1) Your full name and address;
- (2) The case name and docket number, *Healy, et al. v. Reiter Affiliated Companies, LLC, Inc.*, Case No. No. 22-CV-003056 (Superior Court for the County of Monterey);

Questions? Go to www.xxxxxxxxxx.com or call **1-xxx-xxx-xxxx**

- (3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- (4) A written statement of all reasons for the objection, accompanied by any legal support for the objection you believe is applicable;
- (5) The identity of any and all lawyers representing you in connection with the objection;
- (6) A statement whether you and/or your lawyer will appear at the Final Fairness Hearing; and
- (7) Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, **postmarked** no later than **Month DD, 20YY**, to:

Proposed Settlement Class Counsel	Counsel for the Defendant
Matthew R. Wilson Meyer Wilson Co., LPA 305 W. Nationwide Blvd. Columbus, OH 43215	Matthew D. Pearson Baker & Hostetler LLP 600 Anton Blvd., Suite 900 Costa Mesa, CA 92626

Any Settlement Class Member who fails to comply with the requirements for objecting in Section 5 of the Class Action Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Class Action Settlement Agreement and will be bound by all the terms of the Class Action Settlement Agreement and by all proceedings, orders, and judgments in the litigation.

You as the objector or your own attorney may also file Objections with the Court through the Court’s electronic-filing system, with service on Proposed Settlement Class Counsel and the Defendant’s Counsel made through mail. For all objections mailed to Proposed Settlement Class Counsel and counsel for the Defendant, Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval of the Settlement.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **Month DD, 20YY, at x:00 x.m.** before the Honorable Vanessa W. Vallarta, at the Superior Court of the State of California for the County of Monterey, 1200 Aguajito Road, Monterey, CA 93940.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Proposed Settlement Class Counsels’ application for attorneys’ fees, costs, and expenses, and the service awards for Class Representatives. If there are

Questions? Go to www.xxxxxxxxxx.com or call 1-xxx-xxx-xxxx

objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Fairness Hearing are subject to change. The Court may also decide to hold the hearing via Zoom or by phone. Any change will be posted at www.xxxxxxxxxx.com.

23. Do I have to attend the Final Fairness Hearing?

No. Proposed Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to go to Court to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

24. May I speak at the Final Fairness Hearing?

Yes, as long as you do not exclude yourself (opt out), you can—but do not have to—participate and speak for yourself in this litigation and about this Settlement. This is called making an appearance. You may also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Proposed Settlement Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and/or your attorney will appear at the Final Fairness Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any settlement benefits. You will give up rights explained in the “Opting Out from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant and Released Persons that relates to the Data Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details are provided in the Class Action Settlement Agreement. The Class Action Settlement Agreement and other related documents are available at www.xxxxxxxxxx.com, by calling 1-[xxx-xxx-xxxx](tel:xxx-xxx-xxxx) or by writing to:

7/4/22 Data Incident Claims Administrator
PO Box [xxxx](#)
Portland, OR 97[xxx-xxxx](#)

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERKS OFFICE REGARDING THIS NOTICE.

Questions? Go to www.xxxxxxxxxx.com or call [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx)

EXHIBIT C

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Columbus, OH 43215
PH: 614-224-6000
Fax: 614-224-6066

Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

KEVIN HEALY and APRIL HERNANDEZ,
on behalf of themselves and all others
similarly situated,

Plaintiff,

v.

REITER AFFILIATED COMPANIES,
LLC,

Defendant.

Case No. 22CV003056

Assigned to: Hon. Vanessa W. Vallarta

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Time:
Dept.

Complaint Filed: October 6, 2022
Trial Date: None

1 **THIS MATTER HAVING** come before this Court for an Order preliminarily certifying
2 the Settlement Class and preliminarily approving a settlement between Plaintiffs, Kevin Healy and
3 April Hernandez, Defendant, Reiter Affiliated Companies, LLC (“Defendant”), and this Court
4 having reviewed the Settlement Agreement and attachments thereto (“Agreement”), executed by
5 the Parties, and submitted to the Court with the Unopposed Motion for Preliminary Approval of
6 Class Action Settlement (“Motion”);

7 **IT IS HEREBY ORDERED** as follows:

8 1. This Preliminary Approval Order incorporates the Agreement, and
9 the terms used herein shall have the meanings and/or definitions given to them in
10 the Agreement, as submitted to the Court with the Motion.

11 2. For purposes of the settlement, and conditioned upon the settlement
12 receiving final approval following the final approval hearing, this Court hereby
13 conditionally certifies the Settlement Class, defined as: “The approximately 92,236
14 persons who were sent written notification that their PII was potentially
15 compromised as a result of the Data Incident that was discovered on or about July
16 4, 2022.” Excluded from the Class are the Judge presiding over this action, the
17 Judge’s immediate family, and the Court staff, as well as those members of the Class
18 who opt-out from the settlement pursuant to the procedures set forth in the
19 Agreement and this Preliminary Approval Order.

20 3. For the purposes of the settlement, and conditioned upon the
21 settlement receiving final approval following the final approval hearing, this Court
22 hereby conditionally certifies the California Settlement Subclass, defined as: “the
23 approximately 87,148 persons residing in California as of July 4, 2022, who were
24 sent written notification that their PII was potentially compromised as a result of the
25 Data Incident that was discovered on or about July 4, 2022.” Excluded from the
26 Subclass are the Judge presiding over this action, the Judge’s immediate family, and
27 the Court’s staff, as well as those members of the Class who opt-out from the
28 settlement pursuant to the procedures set forth in the Agreement and this Preliminary

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Approval Order.

4. The Court finds that, for the purposes of settlement: (a) the number of members of the Settlement Class and California Settlement Subclass are so numerous that joinder is impracticable; (b) there are questions of law and fact common to members of the Class; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiffs are an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting any individual members of the Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

5. For the purposes of settlement only, the Court finds and determines that Plaintiffs Kevin Healy and April Hernandez will fairly and adequately represent the interests of the Class in enforcing their rights in the action and appoints him as the class representative.

6. For purposes of settlement only, the Court appoints as Class Counsel the law firms of Meyer Wilson Co., LPA and Turke & Strauss LLP.

7. Epiq is appointed as Claims Administrator. The Claims Administrator shall abide by the terms and conditions of the Agreement that pertain to the Clams Administrator.

8. The Final Approval Hearing Date shall be ____, **2023** at ____ **a.m./p.m** before the Honorable Vanessa W. Vallarta in Department 13A, Courtroom ____, County of Monterey, 1200 Aguajito Road, Monterey, CA 93940, to consider: (a) the fairness, reasonableness and adequacy of the proposed Agreement; (b) any objections made by Class Members to the proposed Agreement; (c) whether the Agreement should be finally approved by this Court; (d) Class Counsel’s motion for attorneys’ fees and costs; (e) the motion seeking a service award for the Plaintiff as class representative; and (f) such other matters as this Court may deem proper and

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necessary.

9. Class Counsel are to file and serve the Motion for Fees, Costs, and Service Award fourteen days before the deadline to object, which is 60 days after Epiq sends the Short-Form Notice.

10. Class Counsel are to file and serve the Motion for Final Approval 14 days before the Final Approval Hearing.

11. The proposed forms of Class Notice are attached to the Agreement as Exhibits A and C, and are hereby approved for the purpose of notifying the members of the Class of the proposed settlement, the Final Approval Hearing date, and the rights of the members of the Class to exclude themselves or object to the settlement, and shall be sent to the members of the Class substantially in the forms approved. The parties may by mutual written consent make non-substantive changes to the notices without Court approval. The costs of giving notice to the members of the Classes will be paid by Defendant.

12. The Claims Administrator shall send the Short-Form Notice within 30 days after the date the Defendant confirms that Epiq has correct information for the Settlement Class, which must occur within 14 days of the entry of this Preliminary Approval Order.

13. The Long-Form Notice shall be posted on the settlement website created by the Claims Administrator and be available on request made to the Claims Administrator.

14. Within seven days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion

15. The Notice, as set forth in Exhibits A and C to the Agreement and to be issued in the manner described in the Agreement, is the best notice practicable, and is reasonably calculated, under the circumstances, to apprise the members of the Class of the pendency of this action and their right to participate in, object to, or

1 exclude themselves from the settlement. This Court further finds that the Notice, as
2 set forth in Exhibits A and C to the Agreement, are sufficient notice of the Final
3 Approval Hearing date, the settlement, the Motion for Final Approval and Motion
4 for Fees, Costs, and Service Award, and other matters set forth in the Agreement,
5 and that the Notice set forth in Exhibits A and C of the Agreement fully satisfies the
6 California Rules of Court and due process of law, to all persons entitled thereto.

7 16. Settlement Class Members who wish to exclude themselves from the
8 Settlement Class for purposes of this Settlement may do so by submitting a request
9 for exclusion to the Claims Administrator that is postmarked by 60 days after Claims
10 Administrator sends the Short-Form Notice. The request for exclusion must comply
11 with the exclusion procedures set forth in the Settlement Agreement. Each
12 Settlement Class Member desiring to exclude him or herself from the Settlement
13 Class shall timely submit, by U.S. Mail, written notice of such intent to the
14 designated address set forth in the Notice. The written notice must clearly manifest
15 the intent to be excluded from the Settlement Class and must be signed by the
16 Settlement Class Member. A request for exclusion may not request exclusion of
17 more than one member of the Settlement Class. Each opt-out must be individually
18 signed; mass opt-outs are not permitted.

19 17. Any member of the Settlement Class who timely requests exclusion
20 consistent with these procedures may not file an objection to the Settlement and
21 shall be deemed to have waived any rights or benefits under this Settlement.
22 Settlement Class Members who fail to submit a valid and timely request for
23 exclusion shall be bound by all terms of the Settlement Agreement and the Final
24 Judgment.

25 18. Any member of the Settlement Class who has not timely filed a
26 request for exclusion may object to the granting of final approval to the settlement.
27 Settlement Class Members may object on their own or may do so through separate
28 counsel at their own expense.

1 19. Any written objection to the Settlement must include: (i) the name of
2 the Action; (ii) the objector's full name, address, telephone number, and e-mail
3 address; (iii) a statement of the basis on which the objector claims to be a Settlement
4 Class Member; (iv) a written statement of all grounds for the objection,
5 accompanied by any legal support for the objection, and any evidence the objecting
6 Settlement Class Member wishes to introduce in support of the objection; (v) the
7 identity of all counsel, if any, representing the objector, including any former or
8 current counsel who may claim entitlement to compensation for any reason related
9 to the objection to the Settlement or the Fee Application; (vi) a statement confirming
10 whether the objector intends to personally appear and/or testify at the Final Approval
11 Hearing and the identification of any counsel representing the objector who intends
12 to appear at the Final Approval Hearing; (vii) a list of any persons who will be called
13 to testify at the Final Approval Hearing in support of the objection; (viii) the
14 objector's signature signed under oath and penalty of perjury or, if legally
15 incapacitated, the signature of their duly authorized representative (along with
16 documentation setting forth such legal incapacitation and representation) (an
17 attorney's signature is not sufficient); and (ix) must be submitted to the Court using
18 the form provided in the Notice. either by: (a) mailing it to the Clerk of the Court,
19 or; (b) filing the objection in person with the Clerk of the Court. To submit an
20 objection, the objector must send a letter to the Court either by: (a) mailing it to the
21 Clerk of the Court, Monterey Superior Court, 1200 Aguajito Road, Monterey, CA
22 93940 or; (b) filing the objection in person at Monterey Superior Court, 1200
23 Aguajito Road, Monterey, CA 93940. Mailed objections must be filed or postmarked
24 45 days following the Notice Date.

25 20. Any member of the Settlement Class who fails to file and serve a
26 timely written objection in compliance with the requirements of this order and the
27 Settlement Agreement shall be deemed to have waived any objections and shall be
28 foreclosed from making any objections (whether by appeal or otherwise) to the

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Settlement.

21. All pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

22. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on the day before the Settlement Agreement was executed, in accordance with this paragraph.

23. For the benefit of the Class and to protect this Court’s jurisdiction, this Court retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in accordance with the settlement preliminarily approved herein and the related orders of this Court.

24. The parties are directed to carry out their obligations under the Agreement.

25. Class Counsel shall serve a copy of this Preliminary Approval Order on all named parties or their counsel with seven days of receipt.

Summary of Applicable Dates

- **Deadline to Send Notice to the Class:** The Claims Administrator shall send the Short-Form Notice within 30 days after the date the Defendant confirms that Epiq has correct information for the Settlement Class, which must occur within 14 days of the entry of this Preliminary Approval Order..

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- **Claims Deadline:** 90 days after the deadline to send Notice to the Class.
- **Objection Deadline:** 60 days after the deadline to send Notice to the Class.
- **Opt-Out Deadline:** 60 days after the deadline to send Notice to the Class.
- **Deadline to File Fee Application:** 14 days before the Objection Date.
- **Deadline to Respond to Objections and Move for Final Approval:** 14 days before the Final Approval Hearing.
- **Final Approval Hearing Date:** _____, 2023 at _____ a.m./p.m. (no earlier than 30 days after the deadline to submit claims, opt-out, or object).

IT IS SO ORDERED

Dated: _____

The Honorable

EXHIBIT D

*Kevin Healy and April Hernandez et al v. Reiter Affiliated
Companies LLC
Settlement Administrator
P.O. Box XXXX
City, ST XXXXX-XXXX*

**You may be entitled to benefits
from a class-action settlement,
including free credit monitoring
and cash reimbursement. Visit**

www.XXXXXXXXXXX.com

*A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT
A SOLICITATION FROM A LAWYER.*

[BARCODE]
[First Name] [Last Name]
[Address 1]
[Address 2]
[City], [ST] [Zip+4]

Why did I get this notice? A class action settlement agreement and release (“Settlement Agreement”) has been reached in a lawsuit entitled *Kevin Healy and April Hernandez, et al v. Reiter Affiliated Companies, LLC*, No. 22-CV-3056, pending in the Monterey County Superior Court. The lawsuit relates to a criminal cyberattack on or about July 4, 2022, in which third-party criminals gained unauthorized access to Defendant’s network and potentially accessed personally identifying information (“PII”) relating to employer welfare and pension plans (“Data Incident”). Plaintiffs in the lawsuit allege that Defendant failed to implement reasonable security measures to safeguard PII and that it did not immediately inform those affected that their PII was compromised in the Data Incident, which allegations Defendant denies. The parties have agreed to settle the lawsuit.

Who Is Included? Records indicate you are included in the settlement as a “Settlement Class Member” because you were mailed a written notice notifying you that your PII was potentially compromised as a result of the Data Incident. You are a “California Settlement Subclass Member” if you are a Settlement Class Member who resided in California as of July 4, 2022.

What are the Settlement Benefits?

- **Credit Monitoring:** Settlement Class Members are eligible to receive 24 months of 3-bureau credit monitoring that includes \$1,000,000 reimbursement insurance and identity-restoration services from Equifax, TransUnion, or a similar provider of credit-monitoring services.
- **Out-of-Pocket Expenses:** Settlement Class Members are eligible to receive a cash payment of up to \$4,000 for out-of-pocket expenses related to the Data Incident if certain requirements are satisfied.
- **California Statutory Benefit:** California Settlement Subclass Members are eligible to receive a cash payment of up to \$75, subject to a *pro rata* decrease.
- **Lost-Time Reimbursement:** If you are a Settlement Class Member and you are not a California Settlement Subclass Member, you are eligible to receive a cash payment of \$20/hour for up to three (3) hours (\$60 total), if you spent at least one (1) full hour performing activities because of the Data Incident.

How Do I Receive Settlement Benefits? To receive the Settlement Benefits, Settlement Class Members must submit a Claim Form to the Settlement Administrator by **DATE**. The forms are available at www.INSERTWEBSITE.com, by calling **1-PHONE NUMBER**, or by writing to the Settlement Administrator at **ADDRESS**. Both forms may be submitted through the Settlement Website or by mail.

What Are My Options? You can do nothing, submit a Claim Form, or exclude yourself from the settlement. If you do nothing or submit a Claim or Reimbursement Form, your rights will be affected. You will not be able to sue in a future lawsuit about the claims addressed in the settlement. If you exclude yourself, you will not receive the listed settlement benefits—but you will keep your right to sue in a separate lawsuit on the issues covered by the settlement. You must contact the Settlement Administrator by mail to exclude yourself. If you do not exclude yourself, you can object to the settlement, Class Counsel’s request for fees and expenses, or the Settlement Class Representative’s requests for service awards. *All Requests for Exclusion and Objections must be postmarked or filed in person by [exclusion/objection deadline].*

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **[TIME]** on **[DATE]**, at the Monterey County Superior Court, **1200 Aguajito Road, Monterey, CA 93940**. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them.

Getting More Information. More information is available at www.INSERTWEBSITE.com.