

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA**

*In re Independent Living Systems Data Breach Litigation*  
**Master File No. 1:23-cv-21060-Williams**

**A court has authorized this Long Notice (“Notice”). This is not a solicitation from a lawyer.**

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**If you are a U.S. resident who received a notice of a Data Security Incident stating that your Sensitive Information was potentially compromised through the June/July 2022 Data Security Incident of Independent Living Systems LLC’s (“ILS”) computer systems or if you have a good faith reason to believe your Sensitive Information was potentially compromised through that Data Security Incident, you may be entitled to benefits from a class action settlement.. The Settlement Class consists of “[a]ll Persons residing in the United States whose personal information was exposed or potentially accessed in the Data Breach at ILS.”**

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- The class action lawsuit concerns a Data Security Incident that occurred in June/July 2022 (the “Data Security Incident”) involving Independent Living Systems LLC (“ILS” or “Defendant”) in which an unauthorized third party may have gained access to certain files containing sensitive personal information stored on ILS’ systems, including: (1) personal identifying information (“PII”), including names, Social Security Numbers, or taxpayer identification numbers; and (2) protected health information (“PHI”), including medical information and health insurance information (“Sensitive Information”). ILS denies any wrongdoing or liability.
- The parties have agreed to a proposed class action Settlement with a non-reversionary settlement fund (the “Settlement Fund”).
- To be eligible to make a Claim, you must have received a notice from ILS of the Data Security Incident or have a good faith reason to believe your Sensitive Information was compromised in the Data Security Incident.
- Eligible claimants under the Settlement Agreement will be eligible to receive one and/or two of the following Settlement benefits:

❖ **Out-of-Pocket Loss Claims:** Claimants with Approved Claims will receive a payment for the actual amount of unreimbursed Out-of-Pocket Losses or expenses up to \$5,000, provided they submit supporting documentation of the monetary losses or expenses; and

❖ **Cash Payment:** Claimants with Approved Claims can select one of the following cash payments, based upon eligibility:

- **California Cash Compensation (California Cash Payment):** After the payment of Out-of-Pocket Loss Claims, the Settlement Administrator will make settlement payments of two *pro rata* shares (2x) of the remaining Net Settlement Fund for each Settlement Class Member residing in California at the time of the Data Security Incident. The amount of this payment will increase or decrease on a *pro rata* basis depending upon the number of Approved Claims filed. You must have been a California resident on June 30, 2022, to select this option.

- Cash Compensation (*Pro Rata* Cash Payment): After payment of Out-of-Pocket Loss Claims, the Settlement Administrator will make settlement payments of a single *pro rata* share of the remaining Net Settlement Fund for each Settlement Class Member who did not reside in California at the time of the Data Security Incident. The amount of this payment will increase or decrease on a *pro rata* basis depending upon the number of Approved Claims filed.

➤ For more information or to submit a Claim visit [www.ILSDataBreachSettlement.com](http://www.ILSDataBreachSettlement.com) or call (833) 420-3957.

- **Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.**

	Summary of Legal Rights	Deadline(s)
<b>Submit a Claim Form</b>	The only way to receive payment.	Received or Postmarked on or Before <b>November 4, 2025.</b>
<b>Exclude Yourself By Opting Out of the Settlement Class</b>	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Settlement Class Member.	Received or postmarked on or Before <b>October 6, 2025.</b>
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write to the Court about why you agree or disagree with the Settlement or Class Counsel's Fee and Expense Request. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on <b>November 17, 2025, at 10:00 A.M. ET</b> about the fairness of the Settlement, with or without your own attorney.	Received on or Before <b>October 6, 2025.</b>
<b>Do Nothing</b>	Receive no payment. Give up rights if you are a Settlement Class Member.	No Deadline.

- Your rights and options as a Settlement Class Member – and the deadlines to exercise your rights – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members will be made if the Court approves the Settlement and after any possible appeals are resolved.

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### I. BASIC INFORMATION

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This Notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

United States District Judge Kathleen M. Williams of the Southern District of Florida, Miami Division, is overseeing this case captioned as *In re Independent Living Systems Data Breach Litigation*, Master File No. 1:23-cv-21060-Williams. The people who brought the lawsuit are called the Plaintiffs. The Plaintiffs are David Asato, Katrina Berres, Ge Xiao Fang, Melinda Geleng, Mathew George, Maria Gomez, Dimitri Gutierrez, Chelsea Jensen, Rhianna McMullen, David Perez, Mark Salzano, Ernest Scoggan, and Ryan Smith. The entity being sued, Independent Living Systems LLC (“ILS”), is called the Defendant.

The Litigation claims that Defendant was responsible for the Data Security Incident and asserts claims for negligence, negligence per se, breach of contract, breach of implied contract, unjust enrichment, and violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §501.201, *et seq.*), as well as thirteen counts on behalf of alternative State Classes under the consumer protection laws of those states, including the Confidentiality of Medical Information Act and California Consumer Privacy Act.

Defendant denies these claims and allegations and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Class Representatives appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see **Question VIII**) think the Settlement is best for all Settlement Class Members.

## **II. WHO IS IN THE SETTLEMENT?**

The Settlement Class consists of all Persons residing in the United States whose Sensitive Information was exposed or potentially accessed in the Data Security Incident at ILS. Only Settlement Class Members are eligible to receive benefits under the Settlement. There are approximately 3.9 million Settlement Class Members.

If you are not sure whether you are included in the Settlement, you may call **(833) 420-3957** with questions. You may also write with questions to:

ILS Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324  
**[www.ILSDataBreachSettlement.com](http://www.ILSDataBreachSettlement.com)**

## **III. THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY**

The Settlement creates a non-reversionary Settlement Fund of \$14,000,000, and provides the following cash payment benefits to Settlement Class Members who submit Approved Claims:

- a) **Out-of-Pocket Loss Claims:** Claimants may seek reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Data Security Incident (up to \$5,000 in total), such as the following incurred on or after June 30, 2022:
- any costs incurred from credit monitoring services or ordering copies of your credit report;
  - late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, and/or card cancellation or replacement fees;
  - late fees from transactions with third parties that were delayed due to fraud or card replacement;
  - unauthorized charges on credit, debit, or other payment cards that were not reimbursed;
  - parking expenses or other transportation expenses for trips to a financial institution to address fraudulent charges or receive a replacement payment card;
  - costs incurred obtaining credit freezes; and
  - other expenses that are reasonably attributable to the Data Security Incident that were not reimbursed.

- b) **Cash Payment Claims:** Claimants may also seek one of the following two *pro rata* cash payments:
- **California Cash Compensation (California Cash Payment):** After the payment of Out-of-Pocket Loss Claims, the Settlement Administrator will make Settlement Payments of two *pro rata* shares (2x) of the remaining Net Settlement Fund for each Settlement Class Member who submits an Approved Claim and who resided in California at the time of the Data Security Incident. Settlement Class Members claiming the California Cash Payment must attest that they resided in California on June 30, 2022.
  - **Cash Compensation (Pro Rata Cash Payment):** After the payment of Out-of-Pocket Loss Claims, the Settlement Administrator will make Settlement Payments of a single *pro rata* share of the remaining Net Settlement Fund for each Settlement Class Member who submits an Approved Claim and who did not reside in California at the time of the Data Security Incident.

#### IV. HOW DO YOU SUBMIT A CLAIM?

To receive a benefit under the Settlement, you must complete and submit a Claim for that benefit (a “Claim”). Every Claim must be made on a Claim Form available at **www.ILSDataBreachSettlement.com** or by calling **(833) 420-3957**. Claim Forms will also be sent to some Settlement Class Members as part of the Short Notice. Read the instructions carefully, fill out the Claim Form, provide the required documentation, and submit it according to the instructions on the Claim Form.

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid, including whether the Person submitting a Claim is a Settlement Class Member eligible for compensation. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

The Court will hold a Final Approval Hearing on **November 17, 2025, at 10:00 a.m. EST**, at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Room 11-3, Miami, FL, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

#### V. WHAT DOES THE DEFENDANT GET?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and other Persons (“Released Persons”) as to all claims (“Released Claims”) arising out of or relating to the Data Security Incident or that are otherwise released by the Settlement Agreement. This release is described in the Settlement Agreement, which is available at **www.ILSDataBreachSettlement.com**. Please review that Settlement Agreement. If you have any questions you can talk to the law firms listed below for free or you can talk to your own lawyer.

## VI. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Persons) for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, do not submit a Claim Form to ask for any benefits under the Settlement.

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *In re Independent Living Systems Data Breach Litigation*, Master File No. 1:23-cv-21060-Williams. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a Person authorized by law to act on your behalf; and (c) contain words or phrases such as “opt-out,” “opt out,” or “exclusion,” and clearly state your intent to be excluded from the Settlement. You must mail your exclusion request so that it is received or **postmarked by October 6, 2025**, to:

ILS Settlement Administrator  
Attn: Exclusion Request  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

Each Settlement Class Member may only opt-out on behalf of himself or herself, based upon a signed written notice. Mass or class opt-outs will not be valid.

## VII. OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it or with Class Counsel’s fee and expense request by submitting an objection. The Court will consider your views in its decision on whether to approve the Settlement and/or in awarding Class Counsel’s fees and expenses. The Court can only approve or deny the Settlement and cannot change its terms. To object, timely written notice of an objection in the appropriate form must be received by the Settlement Administrator or **postmarked on or before: October 6, 2025**. The address for the Settlement Administrator is: *In re Independent Living Systems Data Breach Litigation*, c/o Kroll Settlement Administration LLC, P.O. Box 5324, New York, NY 10150-5324.

Your objection must be written and must include all of the following: (i) the objector’s full name, address, telephone number, and email address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice or copy of original notice of the Data Security Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector; (v) the identity of all counsel

representing the objector who will appear at the Final Approval Hearing; (vi) a list of all Persons who will be called to testify at the Final Approval Hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment or benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

### **VIII. THE LAWYERS REPRESENTING YOU**

The Court appointed Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP, Alexandra M. Honeycutt of Milberg Coleman Bryson Phillips Grossman PLLC, and John A. Yanchunis of Morgan & Morgan Complex Litigation Group as Class Counsel. Mr. Davidson may be contacted at 225 NE Mizner Boulevard, Suite 720, Boca Raton, FL 33432; Email: [sdavidson@rgrdlaw.com](mailto:sdavidson@rgrdlaw.com). Ms. Honeycutt may be contacted at 800 S. Gay Street, Suite 1100, Knoxville, TN 37929; Email: [ahoneycutt@milberg.com](mailto:ahoneycutt@milberg.com). Mr. Yanchunis may be contacted at 201 N. Franklin Street, 7<sup>th</sup> Floor, Tampa, FL 33602; Email: [jyanchunis@ForThePeople.com](mailto:jyanchunis@ForThePeople.com).

If you want to be represented by your own lawyer, then you may hire one at your own expense.

Class Counsel will ask the Court for a Fee and Expense Award for attorneys' fees up to one-third of the Settlement Fund (\$4,666,666.67), plus an award of reasonable litigation costs, expenses, and charges. Defendant has not agreed to the amount of any award of attorneys' fees, expenses, and charges. Any payment for attorneys' fees, expenses, and charges to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Any award for attorneys' fees, expenses, and charges for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than September 22, 2025, and their application for attorneys' fees, expenses, and charges will be filed no later than September 22, 2025, and will be posted on the Settlement Website.

### **IX. THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing at **10:00 a.m. EST on November 17, 2025**, at Wilkie D. Ferguson, Jr. U.S. Courthouse, 400 North Miami Avenue, Room 11-3, Miami, FL 33128. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees, expenses, and charges. After the hearing, the Court will

decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking **www.ILSDataBreachSettlement.com** or calling **(833) 420-3957**.

Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send a written objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question VII**, the Court will consider it.

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection according to the instructions in **Question VII** including all the information required. Your objection must be **received or postmarked** no later than **October 6, 2025**. See the information provided in response to **Question VII** for further details on the requirements for submitting an objection to the Settlement.

## **X. IF YOU DO NOTHING**

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Persons based on any of the Released Claims, including, but not limited to, any claims related to the Data Security Incident.

## **XI. GETTING MORE INFORMATION**

This Notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement (“Settlement Agreement”) itself. A copy of the Settlement Agreement is available at **www.ILSDataBreachSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 420-3957**.

It is your responsibility to inform the Settlement Administrator of your updated contact information. You may do so at the address below, calling toll-free **(833) 420-3957** or at the Contact page of the Settlement Website:

ILS Settlement Administrator  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

This Notice is approved by the United States District Court for the Southern District of Florida. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.