

Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.
Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)

Notice of Calibrated Healthcare Settlement

*A court has authorized this Notice. This is not a solicitation from a lawyer.
Please read this Notice carefully and completely, as it may affect your legal rights.*

IMPORTANT MESSAGE FROM THE COURT

As a Settlement Class Member, you will automatically receive two years of free Medical Monitoring and Identity Theft Insurance Services and an approximate monetary cash payment between \$21.44 and \$28.68 (“Monetary Payment”). To receive your two free years of Medical Monitoring and Identity Theft Insurance Services, which is Medical Shield Total provided by CyEx, please follow the enrollment instructions that will be sent to you after the Settlement is finally approved. You may be eligible to receive additional Settlement Benefits—please read below or go to www.CalibratedSettlement.com and submit a Claim Form using your Unique ID and PIN (located on the Summary Notice you received).

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed Settlement has been reached with Defendants Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC (collectively, “Calibrated” or “Defendants”) relating to the alleged Data Breach Defendants suffered in February 2024, whereby certain files containing the personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Confidential Information”) of their patients were allegedly accessed, viewed, copied, and disclosed without authorization.
- The Settlement Class is defined as “[t]he approximately 34,562 persons identified on the Settlement Class List, including Plaintiffs, whose Confidential Information may have been compromised as a result of the Data Breach. Excluded from the Settlement Classes are: (1) the Judges presiding over the Action, members of their families, and staff; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest and their current or former officers, and directors; (3) individuals who properly execute and submit a procedurally proper and timely Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach, or who pleads nolo contendere to any such charge.
- If you received a notice from Defendants about the alleged Data Breach, you are included in this Settlement as a “Settlement Class Member” unless you opt-out.
- Under the Settlement, Defendants have agreed to establish a Settlement Fund to pay for: (i) two years of Medical Monitoring and Identity Theft Monitoring Services; (ii) an

approximate Monetary Payment between \$21.44 and \$28.68 for the alleged damages Class Members suffered as a result of having their Confidential Information allegedly disclosed during the Data Breach, which includes the damages for the claims brought under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.*; (iii) a cash payment of up to \$175.00 for up to seven hours of time spent fairly traceable to the alleged Data Breach valued at \$25.00 per hour (“Documented Time”); (iv) a cash payment of up to \$5,000.00 for documented, out-of-pocket losses or expenditures fairly traceable to the Data Breach (“Out-of-Pocket Costs”); and (v) Administrative Expenses, court-approved attorneys’ fees and expenses, and Service Awards for Class Representatives.

- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement Benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.
- **These rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action. Please read this entire Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
ACTION	EXPLANATION	DEADLINE
DO NOTHING	If you do nothing, you will automatically receive two free years of Medical Shield Total by CyEx and an approximate monetary cash payment between \$21.44 and \$28.68. You will also give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.	
SUBMIT A CLAIM FORM TO OBTAIN CERTAIN BENEFITS	Submitting a Claim Form is the only way that you can receive a payment for Documented Time and reimbursement of Out-of-Pocket Costs.	Claims must be filed on or before July 9, 2026.
EXCLUDE YOURSELF FROM THE SETTLEMENT	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendants, or certain related parties, based on claims related to the alleged Data Breach. If you exclude yourself, you will give up the right to receive any benefits from this Settlement, including Medical Shield Total by CyEx and an automatic Monetary Payment.	Requests for exclusion must be mailed on or before July 9, 2026.

NOTICE OF CALIBRATED HEALTHCARE SETTLEMENT

This Settlement affects your legal rights even if you do nothing.

Questions? Go to www.CalibratedSettlement.com or call (833) 386-6493.

<p>OBJECT TO OR COMMENT ON THE SETTLEMENT</p>	<p>You may object to the Settlement by filing a statement with the Settlement Administrator and informing it why you don't think the Settlement should be approved and mailing a copy of the statement to the addresses set forth below. You can also write to the Settlement Administrator to provide comments or reasons why you support the Settlement.</p> <p>If you object, you will still automatically receive Medical Shield Total by CyEx and an approximate Monetary Payment between \$21.44 and \$28.68. You may also submit a Claim Form to receive additional Settlement Benefits, and you will give up the right to sue the Defendants and certain related parties in any separate lawsuit based on claims related to the alleged Data Breach.</p>	<p>Objections must be filed and mailed on or before June 9, 2026.</p>
<p>ATTEND THE FINAL APPROVAL HEARING ON AUGUST 13, 2026</p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. You are <u>not</u> required to attend the Final Approval Hearing.</p>	

BASIC INFORMATION

1. Why did I get this Notice?

A federal 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 of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Benefits are available, who is eligible for them, and how to get them.

The Honorable John W. Holcomb of the United States District Court for the Central District of California, Southern Division, is overseeing this class action. The case is known as *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs," and the companies they sued, Calibrated Healthcare Systems, LLC and Calibrated Healthcare, LLC, are called "Defendants."

2. What is this lawsuit about?

On or about February 26, 2024, Defendants became aware of a security incident during which unauthorized parties accessed certain systems within their computer network between February 25, 2024 and February 26, 2024, and, during that timeframe, certain files

containing the personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Confidential Information”), including names, date of births, medical diagnosis/treatment information, health insurance information, including claims and billing information, and, for some patients, Social Security numbers and/or driver’s license numbers, were allegedly accessed, viewed, copied, and disclosed without authorization.

The Plaintiffs claim that Defendants failed to adequately protect their information and that they were injured as a result. Defendants deny any liability or 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 Defendants deny the claims made by the Plaintiffs in the Action. By entering into the Settlement, the Defendants are not admitting any wrongdoing.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of 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 exclude themselves from the Settlement Class.

The Class Representatives in this case are Brandi Adams and Trevor Holden.

4. Why is there a Settlement?

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

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

If you received a Summary Notice of this Settlement, you have been identified as a potential Settlement Class Member, because you received a written notice from Defendants concerning the alleged Data Breach or otherwise are on the Settlement Class List.

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

Yes, the Settlement Class does not include: (1) the Judges presiding over the Action, members of their families, and staff; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their

parents have a controlling interest and their current or former officers, and directors; (3) individuals who properly execute and submit a procedurally proper and timely Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Breach, or who pleads *nolo contendere* to any such charge.

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.CalibratedSettlement.com or email the Settlement Administration at info@CalibratedSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Settlement Class Members with the following Settlement Benefits:

- **Two years of Medical Monitoring and Identity Theft Insurance Services** provided by CyEx;
- **Monetary Payment** between \$21.44 and \$28.68 depending on the amount of approved claims for Out-of-Pocket Costs and Documented Time;
- **Cash payment of up to \$175.00 for Documented Time** for up to seven hours of documented time fairly traceable to the alleged Data Breach, valued at \$25.00 per hour; and
- **Cash payment of up to \$5,000.00 for Out-of-Pocket Costs** for documented losses and/or out-of-pocket costs fairly traceable to the alleged Data Breach.

9. Tell me more about the Medical Monitoring and Identity Theft Insurance Services.

You will automatically be sent enrollment instructions for two years of free Medical Monitoring and Identity Theft Insurance Services, which provides a way to protect yourself from unauthorized use of your information. If you already have medical or credit monitoring services, you may still sign up for this additional protection, and if you already maintain a subscription for the Medical Monitoring and Identity Theft Insurance Services with CyEx, your service will be extended by two years for no additional charge. The two years of Medical Monitoring and Identity Theft Insurance Services are Medical Shield Total provided by CyEx. These Medical Monitoring and Identity Theft Insurance Services include:

- 3-Bureau credit monitoring;
- Healthcare Insurance Plan ID Monitoring;
- Medicare Beneficiary Identifier ID Monitoring;
- Medical Record Number Monitoring, International Classification of Disease Monitoring;
- National Provider Identifier Monitoring;
- Health Savings Account Monitoring;
- Dark Web Monitoring;
- \$1,000,000 Identity Theft Insurance;
- Real-Time Authentication Alerts;
- High-Risk Transaction Monitoring;
- Security Freeze Assist;
- Victim Assistance; and
- Insight & Tips.

More information about the Medical Shield Total being provided by CyEx through this Settlement is available at www.CalibratedSettlement.com.

10. Tell me more about the Monetary Payment.

You will automatically be sent a Monetary Payment between \$21.44 and \$28.68, depending on the amount of claims for Documented Time and reimbursement of Out-of-Pocket Costs, for the alleged damages you suffered as a result of having your Confidential Information allegedly disclosed during the Data Breach, which includes the damages for the claims brought under the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56 *et seq.* The Monetary Payment will be paid out of the Settlement Fund and will be each Settlement Class Member's pro rata share of the remaining Net Settlement Fund, after all other Settlement Benefits have been paid for out of the Net Settlement Fund, including the costs for Medical Monitoring and Identity Theft Insurance Services, Out-of-Pocket Costs Payments, and Documented Time Payments.

11. Tell me more about the cash payment for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the alleged Data

Breach, including time spent attempting to remedy or remedying issues fairly traceable to the alleged Data Breach (including time spent on any identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver's license, state identification card, or Social Security number) incurred on or after February 25, 2024, you may qualify for an additional cash payment of \$25.00 per hour for up to seven hours of time (up to \$175.00).

To receive a Documented Time Payment, you will be required to state the actual time spent remedying issues fairly traceable to the alleged Data Breach, sign an attestation that the information you are providing is true and accurate "under penalty of perjury," and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Documented Time Payments exceed \$100,000.00. If the total value of Approved Claims for Documented Time were to \$100,000.00, then all Documented Time Payments shall be reduced pro rata.

12. Tell me more about the cash payment for Out-of-Pocket Costs.

If you spent money remedying or attempting to remedy identity theft or fraud that was fairly traceable to the alleged Data Breach, or if you spent money to protect yourself from future harm because of the alleged Data Breach, you may make a claim for reimbursement of up to \$5,000.00 in Out-of-Pocket Costs. Out-of-Pocket Costs consist of unreimbursed losses and consequential expenses (including late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver's license, state identification card, or social security number) that are related to any unauthorized identity theft or fraud fairly traceable to the Data Breach and incurred on or after February 25, 2024.

To receive an Out-of-Pocket Costs Payment, you will be required to sign an attestation that the information you are providing is true and accurate "under penalty of perjury" and provide Reasonable Documentation that demonstrates the Out-of-Pocket Costs to be reimbursed. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Under no circumstances shall the aggregate of approved Out-of-Pocket Costs Payments exceed \$150,000.00. If the total value of Approved Claims for Out-of-Pocket Costs were to exceed \$150,000.00, then all Out-of-Pocket Costs Payments shall be reduced pro rata.

13. Have Defendants taken remedial measures in response to the Data Breach?

Defendants have taken or will take certain reasonable steps to further secure their systems and environments from future threats, including *inter alia*, hiring a Chief Information Security Officer, hiring additional cyber security analysts, updating servers, implementing additional cyber security and loss prevention systems; implementing multi-factor authentication to all network access points, which are estimated to cost Defendants \$630,000.00. These efforts and changes are intended to have a significant and lasting future impact on the safety and integrity of all Settlement Class Members' Confidential Information.

14. What is the total value of the Settlement?

Defendants have agreed to pay \$1,750,000.00 to resolve all claims brought in this Action. Plaintiffs and Class Counsel's current estimation, which is not opposed by Defendants, of the total value of the Settlement Benefits offered to the Settlement Class is \$27,184,332.60. The Settlement Value includes the \$1,750,000.00 Settlement Fund, the \$630,000.00 in enhanced security measures by Defendants (for which the litigation was a substantial motivating factor), and \$24,843,165.60¹ in value that the Settlement Class will receive based on the Medical Monitoring and Identity Theft Insurance Services, before deducting the cost of providing that Settlement Benefit.

The \$1,750,000.00 Settlement Fund will be used to automatically provide each Settlement Class Member with two years of Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment between \$21.44 and \$28.68. In addition, the Settlement Fund will be used to provide an additional cash payment of up to \$175.00 to each Settlement Class Member who submits a valid claim for a Documented Time Payment, and a cash payment of up to \$5,000.00 to each Settlement Class Member who submits a timely valid claim for an Out-of-Pocket Costs Payment. Any court-approved attorneys' fees and costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any Administrative Expenses will be paid out of the Settlement Fund. Any remaining funds will be redistributed to each Settlement Class Member who cashes or deposits their initial Monetary Payment or otherwise sent to the Non-Profit Residual Recipient. None of the money in the \$1,750,000.00 Settlement Fund will be paid back to Defendants in the event the Effective Date occurs.

15. What am I giving up to get Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit

¹ \$29.95 monthly cost x 24 months = \$718.80 value. \$718.80 value x 34,562 Class Members = \$24,843,165.60 value before deducting the cost of providing that Settlement Benefit.

against Defendants or related parties about the legal issues in this Action that are resolved by this Settlement and released by the Class Action Settlement Agreement and Release (“Settlement Agreement”). The specific rights you are giving up are called Released Claims (see next question).

16. What are the Released Claims?

In exchange for the Settlement and as detailed in the Settlement Agreement, Settlement Class Members agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing from any and all claims or causes of action, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, attorneys’ fees, costs, interest or expenses) that the Releasing Parties had or have prior to the Effective Date (including, but not limited to, assigned claims and any and all “Unknown Claims” as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal, or administrative body (including but not limited to any state, local or federal regulatory body), arising from the alleged Data Breach or the acts, omissions, or other conduct by Defendants as alleged in the Action or that could have been alleged in the action, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source. The Released Claims shall specifically include the claims in this Action for: (1) violation of the California Confidentiality of Medical Information Act (“CMIA”) (Cal. Civ. Code § 56, *et seq.*); (2) violation of the California Consumer Privacy Act (“CCPA”) (Cal. Civ. Code § 1798.150, *et seq.*); (3) violation of the California Unfair Competition Law (“UCL”) (Cal. Business & Professions Code § 17200, *et seq.*) for unlawful, fraudulent, and unfair business practice; (4) violation of California Consumers Legal Remedies Act (“CLRA”) (Cal. Civ. Code § 1750, *et seq.*); (5) violation of California Consumer Records Act (“CRA”) (Cal. Civ. Code § 1798.82, *et seq.*); (6) negligence; (7) invasion of privacy; (8) breach of contract; (9) breach of implied contract; and (10) unjust enrichment.

The Released Claims do not include claims against the cyber attacker(s) who committed the criminal acts involved in the alleged Data Breach and persons or entities that intentionally misuse for unlawful purposes the information potentially acquired in the alleged Data Breach.

More information is provided in the Settlement Agreement, which is available at www.CalibratedSettlement.com.

HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM

17. How do I make a claim for Settlement Benefits?

You do not need to make a claim to receive two years of Medical Monitoring and Identity Theft Insurance Services or a Monetary Payment. You must make a claim to receive a payment for Documented Time and/or Out-of-Pocket Costs.

Claim Forms may be submitted online at www.CalibratedSettlement.com, or mailed or emailed to the Settlement Administrator at the mailing address or email address, respectively, on the Claim Form. Claim Forms are also available for download on the Settlement Website (www.CalibratedSettlement.com) or you may request one by emailing info@CalibratedSettlement.com or writing to *Calibrated Healthcare Settlement*, c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799. The quickest way to file a claim is online through the Settlement Website.

If you received a Summary Notice by mail, please use your Unique ID and PIN, located directly above your name, to file your Claim Form online. If you lost or do not know your Claim Number, please email info@CalibratedSettlement.com to obtain it. **The deadline to complete and submit a Claim Form is July 9, 2026.**

18. How do I make a claim for a Documented Time Payment?

To file a claim for a cash payment of up to \$175.00 for Documented Time spent remedying or attempting to remedy issues fairly traceable to the alleged Data Breach, you must submit a valid Claim Form electing to receive a Documented Time Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.CalibratedSettlement.com. Instructions for filling out a claim for Documented Time are included on the Claim Form. **The deadline to file a claim for Documented Time is July 9, 2026.** You may file a claim for Documented Time in addition to a claim for Out-of-Pocket Costs Payment. If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, you will still be sent a Monetary Payment and two years of Medical Monitoring and Identity Theft Insurance Services.

19. How do I make a claim for an Out-of-Pocket Costs Payment?

To file a claim for a cash payment of up to \$5,000.00 for reimbursement of Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive an Out-of-Pocket Costs Payment. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card

statements, bank statements, invoices, telephone records, and receipts.

You may access the Claim Form, file a claim, and obtain additional information at www.CalibratedSettlement.com. Instructions for filling out a claim for Fraud/Out-of-Pocket Costs are included on the Claim Form. **The deadline to file a claim for Out-of-Pocket Costs is July 9, 2026.** You may file a claim for Out-of-Pocket Costs in addition to a claim for a Documented Time Payment. If your claim for Out-of-Pocket Costs is rejected by the Settlement Administrator and you do not correct it, you will still be sent a Monetary Payment and two years of Medical Monitoring and Identity Theft Insurance Services.

20. 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 Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by emailing info@CalibratedSettlement.com or by writing to *Calibrated Healthcare Settlement*, c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799.

21. When and how will I receive the benefits from the Settlement?

You will automatically be mailed enrollment instructions for two years of Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment, unless you submit a Claim Form and elect to receive the enrollment instructions and a Monetary Payment electronically. You must follow the enrollment instructions in order to activate your Medical Monitoring and Identity Theft Insurance Services.

22. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the Settlement Fund will be paid back to Defendants. If there is any money left in the Settlement Fund 150 days after the distribution of payments to Settlement Class Members, a subsequent Settlement Payment will be evenly made to all Settlement Class Members with Approved Claims who cashed or deposited their Settlement payment, provided that the average check amount is equal to or greater than \$3.00. If the average check amount in a distribution would be less than \$3.00, the remaining Net Settlement Fund will be distributed to the Non-Profit Residual Recipient.

THE LAWYERS REPRESENTING YOU

23. Do I have a lawyer in this case?

Yes, the Court has appointed as Class Counsel, Daniel S. Robinson of Robinson Calcagnie, Inc. and Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLC, to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class

Counsel to represent you in this Action.

24. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees and expenses of up to \$575,000.00. They will also ask the Court to approve \$5,000.00 Service Awards to each of the two Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts.

Class Counsel's Fee Award and Costs, and Service Awards will be made available on the Settlement Website at www.CalibratedSettlement.com before the deadline for you to comment or object to the Settlement. You can also request a copy of the application by contacting the Settlement Administrator by emailing info@CalibratedSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Proposed Settlement Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to exclude yourself or "opt-out" of the Settlement.

25. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit a Request for Exclusion. To be valid, the Request for Exclusion must be: (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. If a Request for Exclusion to the Settlement Administrator is submitted by U.S. Mail such Request for Exclusion must be in writing and must identify: (i) the case name *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.); (ii) state the name, address, and telephone number of the Settlement Class Members seeking exclusion; (iii) be physically signed by the person seeking exclusion; and (iv) contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.)." A Valid Request for Exclusion must be addressed to the Settlement Administrator at the address below and postmarked or received by the Settlement Administrator no later than **July 9, 2026**.

Calibrated Healthcare Settlement, c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799

You cannot exclude yourself by telephone, or by email.

26. If I exclude myself, can I still get Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. The only way to obtain Settlement Benefits including Medical Monitoring and Identity Theft Insurance Services and a Monetary Payment is to remain a Settlement Class Member.

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

No. Unless you exclude yourself, you give up any right to sue the Defendants and any other Released Parties for the Released Claims that this Settlement resolves. You must exclude yourself from this Action to start or continue your own lawsuit or be part of any other lawsuit against Defendants or any other Released Parties. If you have a pending lawsuit, consult with your attorney in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

If you do not exclude yourself and you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement.

To object, you must mail a signed statement with the Clerk of the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, CA, 92701, with the caption *Adams, et al. v. Calibrated Healthcare Systems, LLC, et al.*, Case No. 8:24-cv-01754-JWH-KES (C.D. Cal.), that includes: (i) your full name, current mailing address, and telephone number; (ii) a signed statement that you believe yourself to be a member of the Settlement Class and the basis of such belief; (iii) the specific grounds for the objection; (iv) all documents or writings that you desire the Court to consider; (v) a statement regarding whether you (or counsel of your choosing) and/or any witnesses intend to appear at the Final Approval Hearing; and (vi) a list, by case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement within the last three years.

You must also mail a copy of your objection to the following places postmarked no later than **June 9, 2026**:

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Central District of California Ronald Reagan Federal Bldg. 411 West Fourth Street Santa Ana, CA 92701	Daniel S. Robinson Robinson Calcagnie, Inc. P.O. Box 2350 Newport Beach, CA 92658 Todd S. Garber Finkelstein, Blankinship, Frei-Pearson & Garber, LLP One North Broadway, Suite 900 White Plains, NY 10601	Casie D. Collignon Jason A. Orr Baker & Hostetler LLP 1801 California Street, Suite 4400 Denver, CO 80202

The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether they have complied with the above procedures.

Class Counsel will file their request for attorneys' fees, reimbursement of litigation costs, and Service Awards for the Class Representative with the Court, which will also be posted on the Settlement Website at www.CalibratedSettlement.com.

29. What is the difference between objecting and requesting exclusion?

Objecting is informing the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is informing the Court you do not want to be part of the Settlement Class or participate in the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **August 13, 2026 at 10:00 a.m.** before the Honorable John W. Holcomb, United States District Court for the Central District of California, Southern Division, Ronald Reagan Federal Bldg., 411 West Fourth Street, Courtroom 9D, Santa Ana, CA, 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and decide whether to grant final approval of the Settlement, approve Class Counsel's Fee Award and Costs as well as Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also hear from people who have asked to speak at the hearing.

31. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing. As long as you mail your written objection on time and as set forth above, it will be considered by the Court.

32. May I speak at the Final Approval Hearing?

Yes. The Court will hear from any Settlement Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

If you filed an objection, you should indicate whether you intend to appear in your objection (see Question 29). Your objection should state whether it is your intention to appear at the Final Approval Hearing and should identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection should also include your attorney's name, address, and telephone number.

IF YOU DO NOTHING

33. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will remain a member of the Settlement Class but will not receive any Settlement Benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

34. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement itself. The Settlement Agreement and other related documents are available at www.CalibratedSettlement.com or by writing to *Calibrated Healthcare Settlement*, c/o Settlement Administrator P.O. Box 25226 Santa Ana, CA 92799. Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions, you may contact Class Counsel at:

Daniel S. Robinson
Robinson Calcagnie, Inc.
P.O. Box 2350
Newport Beach, CA 92658

Todd S. Garber
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White Plains, NY 10601

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS
NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS.**