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14 UNITED STATES DISTRICT COURT
15 SOUTHERN DISTRICT OF CALIFORNIA

17 IN RE SOLARA MEDICAL SUPPLIES
18 DATA BREACH LITIGATION,

CASE NO. 3:19-cv-02284-H-KSC

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20 **STIPULATION AND AGREEMENT**
21 **OF CLASS ACTION SETTLEMENT**
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1 This Stipulation and Agreement of Class Action Settlement is entered into
2 January 24, 2022, by and among plaintiffs Juan Maldonado, Adam William Bickford,
3 Jeffrey Harris, Alex Mercado, Thomas Wardrop, and Kristi Keally, as legal guardian
4 of a minor child whose initials are M.K. (collectively, “Plaintiffs”), individually and
5 on behalf of all others similarly situated, and defendant Solara Medical Supplies, LLC
6 (“Defendant” and with Plaintiffs, the “Parties”), by and through their respective
7 undersigned counsel, with respect to all claims that have been asserted or could have
8 been asserted against Defendant in the above-captioned action. Subject to the Court’s
9 approval, the Parties hereby stipulate and agree that, in consideration for the promises
10 and covenants set forth in this Agreement, and upon the occurrence of the Effective
11 Date, this Action shall be fully and finally resolved, settled, and compromised on a
12 classwide basis on the terms and conditions set forth below.

13 **I. INTRODUCTION**

14 This is a nationwide consumer class action brought by Plaintiffs on behalf of
15 themselves and a nationwide class of “all individuals in the United States and its
16 Territories who were sent a letter from Solara notifying them that their Protected
17 Health Information and/or Personally Identifiable Information may have been
18 compromised by the Security Breach that occurred between April 2, 2019 and June
19 20, 2019.”

20 This lawsuit arises from the alleged compromise of personal identifying
21 information (“PII”) and protected health information (“PHI”) by a medical products
22 supplier that Plaintiffs allege is obligated by law to protect such information. In June
23 2019, Solara discovered that cyber criminals had accessed Solara’s Microsoft Office
24 365 accounts (the “Data Breach” or “Breach”). Thereafter, Solara conducted an
25 investigation into the Data Breach, from which it learned that between April 2, 2019
26 and June 20, 2019, cyber criminals accessed certain Solara email accounts. Solara’s
27 investigation confirmed that the accessed email accounts contained PII and PHI,
28 including: 114,210 names; 105,681 dates of birth; 64,232 instances of billing/claims

1 information; 92,852 instances of health insurance information; 115,747 instances of
2 medical information; 374 instances of financial account information; 10,723 social
3 security numbers; 217 driver's licenses/state IDs; 37 instances of credit/debit card
4 information; seven passwords/pins or account logins; 7,739 Medicare/Medicaid IDs;
5 and two passport numbers. Accordingly, in November 2019, Solara sent more than
6 100,000 breach notification letters to individuals whose PII or PHI was included in
7 the accessed email accounts.

8 On November 29, 2019, plaintiff Juan Maldonado filed the first complaint
9 against Solara in this Court for claims arising from the Data Breach. (ECF No. 1).
10 Subsequent related complaints were filed, and on January 7, 2020, the Court entered
11 an order consolidating the related actions and appointing William B. Federman and
12 Stuart A. Davidson as interim Co-Lead Class Counsel. (ECF No. 10). On January 23,
13 2020, Plaintiffs filed the Consolidated Class Action Complaint. (ECF No. 24).

14 Throughout the nearly two years that this Action has been pending, the Parties
15 have engaged in intensive litigation. As part of the litigation, the Parties briefed
16 numerous motions, including a motion to dismiss, motions regarding discovery
17 disputes, including a motion to compel compliance with a third-party subpoena filed
18 in the United States District Court for the District of Massachusetts, and a class
19 certification motion.

20 Prior to entering into this Settlement, the Parties had engaged in extensive fact
21 discovery for more than fifteen months and were within one week of the fact
22 discovery cut-off. The Parties served and responded to 28 sets of written discovery
23 requests, served nine (9) subpoenas *duces tecum* on relevant third parties, produced
24 and analyzed over 460,000 pages of documents, and conducted 13 depositions.

25 The Parties also engaged in extensive settlement discussions before reaching
26 this Settlement. On July 20, 2020, the Honorable Karen S. Crawford presided over
27 an Early Neutral Evaluation Conference, but the Parties were unable to resolve the
28 Action at that time.

1 On July 8, 2021, the Parties engaged in a full day of mediation before
2 experienced JAMS mediator Bruce Friedman but were unable to reach an agreement
3 to resolve the Action. The Parties continued to explore potential resolution of the
4 Action with the assistance of Mr. Friedman, and ultimately, on October 12, 2021, the
5 Parties agreed in principle to the principal terms of settlement between Plaintiffs, on
6 behalf of themselves and the Settlement Class, and Defendant. The Parties informed
7 the Court of their agreement-in-principle to settle the Action by telephone and email
8 on October 12, 2021.

9 Plaintiffs and Class Counsel have extensively investigated the facts and law
10 relating to the class claims and Defendant's defenses. While Plaintiffs and Class
11 Counsel believe the class claims are meritorious, they also recognize the expense and
12 effort that it would take to prosecute this Action against Defendant through trial and
13 any subsequent appeals. Plaintiffs and Class Counsel have also taken into account
14 the uncertain outcome and risk involved in any litigation, especially complex actions
15 such as this one, including the difficulties and delays inherent in the litigation process.
16 With all of these factors in mind, Plaintiffs and Class Counsel are confident that the
17 Settlement is fair, reasonable, adequate, and in the best interests of the Settlement
18 Class.

19 Defendant denies all of the claims and contentions in the Action, any
20 wrongdoing, any liability to Plaintiffs or any Settlement Class Member, and any
21 alleged wrongdoing or liability arising out of or relating to any of the conduct,
22 statements, acts, or omissions alleged in the Action. Defendant believes there are
23 meritorious defenses and legal challenges to Plaintiffs' claims, both in regards to their
24 certification as a class and their underlying merits. Defendant further denies that it
25 committed any wrongful act or violation of law or duty alleged in the Action and
26 contends that it acted in good faith in connection with Plaintiffs and the Settlement
27 Class. Taking into account the costs, burden, and uncertainty inherent in any
28 litigation, however, Defendant has concluded that it is desirable and beneficial that

1 the Action be fully and finally settled and terminated in the manner and upon the terms
2 and conditions set forth in this Agreement.

3 Without any admission or concession on the part of the Plaintiffs as to the lack
4 of merit of the Action whatsoever and without any admission or concession of liability
5 or wrongdoing or the lack of merit of any defense whatsoever by any of the Defendant,
6 it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs and the
7 Settlement Class, and Defendant, that the Action be settled, compromised, released,
8 and dismissed on the merits and with prejudice, subject to the Court's approval as
9 required by Rule 23 of the Federal Rules of Civil Procedure on the following terms
10 and conditions:

11 **II. DEFINITIONS**

12 As used in this Agreement, including all the attached Exhibits, the terms
13 defined in this Agreement have the meanings below, unless the Agreement expressly
14 provides otherwise.

15 1. "Action" means the action captioned *In re Solara Medical Supplies Data*
16 *Breach Litig.*, No. 3:19-cv-02284-H-KSC, pending before the Honorable Marilyn L.
17 Huff, in the United States District Court for the Southern District of California.

18 2. "Agreement" means this Stipulation and Agreement of Class Action
19 Settlement dated January 24, 2022, including all the attached Exhibits, which are an
20 integral part of the Agreement and incorporated in their entirety by reference.

21 3. "Attorneys' Fees and Expenses" means the award of money paid to Class
22 Counsel for their representation of Plaintiffs and the Settlement Class in the Action
23 and the litigation expenses and charges incurred by Class Counsel in connection with
24 the Action. Any award of Attorneys' Fees and Expenses must be approved by the
25 Court, shall be paid in full from the Settlement Fund in accordance with the terms of
26 any Court order, and shall be separate from the Settlement, such that approval of the
27 Settlement shall not be contingent upon an Attorneys' Fees and Expenses award at all
28 or in any particular amount, as set forth in this Agreement.

1 4. “CAFA Notice” means the notice of the Settlement to the appropriate
2 federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C.
3 §1715, et seq. (“CAFA”).

4 5. “Claims Deadline” means the date, 90 calendar days after the Notice
5 Date, by when a Settlement Class Member must submit to the Settlement
6 Administrator a Claim Form.

7 6. “Claim Form” means the form, substantially in the form attached as
8 Exhibit A, to be completed by a Settlement Class Member and submitted to the
9 Settlement Administrator.

10 7. “Class Counsel” means Stuart A. Davidson of Robbins Geller Rudman
11 & Dowd LLP; William B. Federman of Federman & Sherwood; Kelly V. Iverson of
12 Lynch Carpenter LLP; Robert Green of Green & Noblin P.C.; and Cornelius P.
13 Dukelow of Abington Cole + Ellery.

14 8. “Co-Lead Class Counsel” means Stuart A. Davidson of Robbins Geller
15 Rudman & Dowd LLP and William B. Federman of Federman & Sherwood.

16 9. “Class Period” means April 2, 2019 through June 20, 2019.

17 10. “Court” means the United States District Court for the Southern District
18 of California, the Honorable Marilyn L. Huff presiding.

19 11. “Defendant” means Solara Medical Supplies, LLC.

20 12. “Defendant’s Counsel” means the following counsel of record for
21 Defendant: Jon P. Kardassakis, Heidi S. Inman, and Danielle E. Stierna of Lewis
22 Brisbois Bisgaard & Smith LLP.

23 13. “Defendant’s Released Claims” is defined in Section XIV.8 of this
24 Agreement.

25 14. “Defendant’s Unknown Claims” is defined in Section XIV.8 of this
26 Agreement.

27 15. “Effective Date,” or the date upon which this Settlement becomes
28 “effective” or “final,” means the date by when the Court’s Final Order and Judgment

1 becomes a final and binding determination of all issues within its scope and is not
2 subject to further review on appeal or otherwise. Without limitation, the Final Order
3 and Judgment becomes “final” when the last of the following has occurred: (a) the
4 expiration of the time to file a motion to reconsider, alter or amend the judgment or
5 order without any such motion having been filed; (b) the time in which to appeal the
6 judgment or order has passed without any appeal having been taken; and (c) if a
7 motion to reconsider, alter or amend is filed or if an appeal is taken, immediately after
8 the determination of that motion or appeal so that it is no longer subject to any further
9 judicial review or appeal whatsoever, whether by reason of affirmance by a court of
10 last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a
11 manner as to permit the consummation of the Settlement substantially in accordance
12 with the terms and conditions of this Agreement. For purposes of this paragraph, an
13 “appeal” shall include any petition for a writ of certiorari or other writ that may be
14 filed in connection with approval or disapproval of this Settlement, but shall not
15 include any appeal which concerns only the amount of Attorneys’ Fees and Expenses
16 or the procedures for determining Settlement Class Members’ claims in a manner that
17 does not otherwise impact the validity or finality of the Settlement.

18 16. “Escrow Account” means an interest-bearing account that is subject to
19 the oversight and control of Co-Lead Class Counsel and into which the Settlement
20 Amount shall be transferred.

21 17. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and
22 Federman & Sherwood.

23 18. “Exhibits” means the exhibits attached to this Agreement.

24 19. “Fairness Hearing” means the hearing held by the Court to determine
25 whether to finally approve this Agreement as fair, reasonable, and adequate.

26 20. “Final Order and Judgment” means the order, substantially in the form
27 attached as Exhibit C, that the Parties shall ask the Court to enter at the Fairness
28

1 Hearing granting final approval of the Settlement, which shall constitute a judgment
2 regarding the Action.

3 21. “Initial Costs Cap” means the initial amount of Notice and
4 Administration Expenses that can be paid from the Settlement Fund prior to the
5 Effective Date, agreed to by the Parties in the amount of \$82,074, which can be
6 modified by agreement of Co-Lead Class Counsel and Defendant’s Counsel or by
7 Court order, for payment of all Notice and Administration Expenses.

8 22. “Long Notice” means the long-form notice of settlement posted on the
9 settlement website, substantially in the form as shown in Exhibit B, attached hereto.

10 23. “Net Settlement Fund” means the Settlement Fund less all Notice and
11 Administration Expenses (including the Initial Costs Cap), Taxes and Tax Expenses
12 (as defined in Section VI.D.1 of this Agreement), Attorneys’ Fees and Expenses,
13 Service Awards, and any other Court-approved deductions as costs or expenses for
14 settlement administration.

15 24. “Notice” and “Notices” refers to the notice to be provided to the
16 Settlement Class in the form of the Long Notice and Short Notice, collectively.

17 25. “Notice and Administration Expenses” means all costs and expenses
18 incurred by the Settlement Administrator to administer the Notice Plan and Settlement
19 Fund pursuant to this Agreement and all other applicable Court orders and any other
20 agreed-upon costs and expenses related to providing notice of the Settlement to the
21 Settlement Class or administering the Settlement.

22 26. “Notice Date” means the deadline, which the Parties shall request to be
23 twenty-one (21) calendar days after entry of the Notice Order, by which the
24 Settlement Administrator shall commence emailing the Notice to Settlement Class
25 Members.

26 27. “Notice Plan” means the plan of notice, as set forth in Section III of this
27 Agreement, setting forth the method of notifying members of the Settlement Class of
28 the pendency of the Action and their rights under this Settlement.

1 28. “Objection Date” means the date set forth in the Notice Order by which
2 a Settlement Class Member must file and serve an objection to the Settlement.

3 29. “Opt-Out Deadline” means the date set forth in the Notice Order by
4 which a Settlement Class Member must submit a request for exclusion from the
5 Settlement Class.

6 30. “Notice Order” means the order, substantially in the form attached as
7 Exhibit F to this Agreement, to be entered by the Court, directing notice of the
8 Settlement to Settlement Class Members and preliminarily approving this Settlement,
9 among other things.

10 31. “Parties” means the Plaintiffs and Defendant, collectively, as each of
11 those terms is defined in this Agreement. “Party” means any one of Plaintiffs and
12 Defendant.

13 32. “Person” means an individual, corporation, limited liability corporation,
14 professional corporation, partnership, limited partnership, limited liability
15 partnership, association, joint stock company, joint venture, estate, legal
16 representative, trust, unincorporated association, government or any political
17 subdivision or agency thereof, and any business or legal entity, and including any of
18 their heirs, successors, representatives, or assignees.

19 33. “Plaintiffs” means Juan Maldonado, Adam William Bickford, Jeffrey
20 Harris, Alex Mercado, Thomas Wardrop, and Kristi Keally, as legal guardian of a
21 minor child whose initials are M.K.

22 34. “Plaintiffs’ Released Claims” is defined in Section XIV.2 of this
23 Agreement.

24 35. “Released Defendant” is defined in Section XIV.3 of this Agreement.

25 36. “Released Plaintiffs and Settlement Class Members” is defined in
26 Section XIV.8 of this Agreement.

27 37. “Releasing Defendant” means Released Defendant, as defined in Section
28 XIV.3 of this Agreement.

1 38. “Releasing Plaintiffs and Settlement Class Members” is defined in
2 Section XIV.4 of this Agreement.

3 39. “Service Awards” means the Court-approved amounts awarded to
4 Plaintiffs in recognition of their time and effort in pursuing the Action and fulfilling
5 their obligations and responsibilities as class representatives.

6 40. “Settlement” means the terms embodied by this Agreement.

7 41. “Settlement Administrator” means the third-party agent that shall
8 implement and administer the Notice Plan and the Settlement, including the claims
9 process and damages payments as described in Sections III and IV of this Agreement.
10 KCC Class Action Services LLC shall serve as the Settlement Administrator, subject
11 to approval by the Court.

12 42. “Settlement Amount” means the total amount of \$5,060,000 to be paid
13 by Defendant as set forth in Section VI.A of this Agreement.

14 43. “Settlement Class” or “Settlement Class Members” mean all Persons in
15 the United States and its Territories who were sent a letter from Solara notifying them
16 that their Protected Health Information and/or Personally Identifiable Information
17 may have been compromised by the Security Breach that occurred during the Class
18 Period. The following are excluded from the Settlement Class: (a) Defendant, any
19 parent, subsidiary, affiliate, or controlled Person by Defendant, as well as the officers,
20 directors, agents, and servants of Defendant, and the immediate family members of
21 such persons; (b) the presiding District Judge and Magistrate Judge in the Action, and
22 their staff, and their immediate family members; and (g) all those otherwise in the
23 Settlement Class who timely and properly exclude themselves from the Settlement
24 Class as provided in this Agreement.

25 44. “Settlement Fund” means the Settlement Amount, plus all accrued
26 interest. The Settlement Fund is intended to be a “qualified settlement fund” within
27 the meaning of Treas. Reg. § 1.468B-1, to the fullest extent possible.

28

1 45. “Short Notice” means the notice, substantially in the form attached as
2 Exhibit D, to be provided by the Settlement Administrator via email or U.S. Mail to
3 Settlement Class Members identified through a reasonable inquiry of Defendant’s
4 records and provided to the Settlement Administrator.

5 46. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs,
6 imposts, and other charges of any kind (together with any and all interest, penalties,
7 additions to tax and additional amounts imposed with respect thereto) imposed by any
8 governmental authority.

9 47. “Unknown Claims” is defined in Section XIV.5 of this Agreement.

10 **III. NOTICE OF THE SETTLEMENT**

11 1. Not later than ten (10) calendar days after the filing of this Agreement
12 with the Court, the Settlement Administrator, on Defendant’s behalf and at
13 Defendant’s sole expense, shall serve or cause to be served notice of the proposed
14 Settlement upon the appropriate federal and state officials, as provided by CAFA.

15 2. In accordance with all the terms of the Court’s Notice Order, the
16 Settlement Administrator shall disseminate the Short Notices, shall establish a
17 settlement website, shall establish a post-office box for the receipt of any Settlement-
18 related correspondence, shall establish a toll-free telephone number that will provide
19 automated Settlement-related information to Settlement Class Members; shall
20 respond to inquiries or requests from Settlement Class Members, in consultation with
21 Class Counsel; and shall respond to inquiries or requests from Class Counsel,
22 Defendant’s Counsel, and the Court.

23 3. Notice: The Settlement Administrator shall be responsible for printing,
24 emailing, or mailing Short Notices (substantially in the form attached as Exhibit D),
25 to Settlement Class Members identified through a reasonable inquiry of Defendant’s
26 records provided to the Settlement Administrator.

27 4. Website Notice: The Settlement Administrator shall be responsible for
28 establishing a settlement website to which Settlement Class Members may refer for

1 information about the Action and Settlement and submit an online Claim Form and
2 inquiries. The Settlement Administrator shall post the Long Notice, Short Notice, and
3 Claim Form on the website as well as other important documents and deadlines, in
4 consultation with Class Counsel.

5 5. Notice on Defendant's Customer-Facing Website: Defendant shall,
6 within ten (10) business days after the Court's Notice Order, post the Short Notice on
7 its customer-facing website in a prominent location along with a URL hyperlink to
8 the Settlement website for a period of 120 consecutive.

9 6. Class Counsel may post the Notices and Claim Form on their firm
10 websites. Released Defendant shall refer inquiring Settlement Class Members to the
11 Settlement Administrator, the toll-free number, and the Settlement website.

12 7. No later than seven (7) calendar days before the Fairness Hearing, the
13 Settlement Administrator shall file with the Court the details outlining the scope,
14 method, and results of the Notice Plan.

15 8. The Settlement Administrator shall have the responsibility to receive and
16 maintain on behalf of the Court any Settlement Class Member correspondence,
17 including inquiries, Claim Forms, requests for exclusion, and/or objections to the
18 Settlement. The Settlement Administrator shall also forward written inquiries to Class
19 Counsel or its designee for a response, if warranted, and shall simultaneously provide
20 copies of all such documents to Defendant's Counsel.

21 **IV. CASH PAYMENTS TO SETTLEMENT CLASS MEMBERS**

22 1. As set forth in this Agreement, Settlement Class Members may receive
23 a cash payment of \$100, subject to pro rata increase or reduction, if appropriate.

24 2. Cash payments will not be issued prior to the Effective Date, but will be
25 issued within sixty (60) calendar days after the Effective Date or as otherwise agreed
26 by the Parties or ordered by the Court.

27 3. Settlement Class Members who timely submit valid Claim Forms shall
28 have the right to elect the manner of distribution of their cash payment. Such options

1 may include, but not be limited to, PayPal, Venmo, Zelle, Amazon Gift Card, direct
2 bank account deposit, or check.

3 4. Any check issued pursuant to this Agreement shall be valid for 120
4 calendar days or as otherwise agreed by the Parties or ordered by the Court.

5 5. Supplemental Cash Payments:

6 (a) If, after a reasonable period of time and no sooner than 120 calendar days
7 after the issuance of the cash payments, there is a balance in the Net Settlement Fund,
8 those Settlement Class Members who timely submitted valid Claim Forms may
9 receive additional amounts from the balance in the Net Settlement Fund, on a pro rata
10 basis, such that the Settlement Class Member's total payment from the Net Settlement
11 Fund shall not exceed \$1,000. Such Settlement Class Members will receive a
12 supplemental cash payment in the same manner in which the Settlement Class
13 Members elected to receive their cash payment.

14 (b) In the event payment of all supplemental cash payments, subject to the
15 limitation above, would exceed the balance in the Net Settlement Fund, the amount
16 of the supplemental cash payments will be distributed on a reduced pro rata basis.

17 **V. CLAIMS PROCESS AND ADMINISTRATION**

18 1. The process for submitting a Claim Form is designed to be as simple and
19 convenient as possible.

20 2. Subject to the supervision and direction of the Court, the Settlement
21 Administrator will oversee the implementation and administration of the claims
22 process, including (a) calculation of cash payments and supplemental cash payments,
23 if necessary, based on Defendant's email list and mailing list compiled to notify
24 Settlement Class Members of the Security Breach; (b) validation of Claim Forms and
25 approval of payment of cash payments and supplemental cash payments, if necessary;
26 (c) distribution of cash payments and supplemental cash payments, if necessary, from
27 the Net Settlement Fund; and (d) preparation and dissemination of reports, on a
28 monthly or other periodic basis and as requested, to Co-Lead Class Counsel regarding

1 the status of the claims process and of cash payments and supplemental cash
2 payments, if necessary.

3 3. In administering the claims process, the Settlement Administrator shall
4 act in good faith and make reasonable efforts to determine whether a Claim Form is
5 valid and payable in accordance with this Agreement and any Court order. That
6 determination shall be based on: (a) the information provided on the Claim Form; and
7 (b) the records provided by Defendant reflecting membership in the Settlement Class.
8 The validity of a Claim Form and amount of any cash payments or supplemental cash
9 payments will be assessed by the Settlement Administrator based on the totality of
10 the information and documentation.

11 4. The Settlement Administrator shall have the right to contact Settlement
12 Class Members to complete or validate their Claim Forms, and such Settlement Class
13 Members shall be permitted to try to cure any deficiencies with their claims within
14 thirty (30) calendar days after the Claims Deadline or the date of the deficiency
15 notification sent by the Settlement Administrator, whichever is later. If a timely
16 Claim Form is rejected by the Settlement Administrator as deficient (for example, the
17 Settlement Class Member failed to sign or electronically sign the Claim Form), the
18 Settlement Administrator shall notify the claimant by email. Such Settlement Class
19 Members shall have thirty (30) calendar days from the Claims Deadline or the date of
20 the deficiency notification sent by the Settlement Administrator, whichever is later,
21 to cure the deficiency.

22 5. If a Settlement Class Member wishes to dispute the rejection of a Claim
23 Form or the calculation of his or her cash payment (if any) or supplemental cash
24 payment (if any), he or she may so notify the Settlement Administrator and must
25 produce any supporting information or documentation requested by the Settlement
26 Administrator no later than thirty (30) calendar days after the Claims Deadline or the
27 date of the deficiency notification sent by the Settlement Administrator, whichever is
28 later.

1 6. The Settlement Administrator will evaluate any additional information
2 or documentation submitted by the Settlement Class Member, consult with Co-Lead
3 Class Counsel, and then decide whether the Claim Form should be accepted and/or if
4 the payments of any cash payment or supplemental cash payment should be adjusted.

5 7. The determination by the Settlement Administrator will be final and
6 binding, and the Settlement Administrator will notify the Settlement Class Member
7 of the final determination as to his or her dispute.

8 8. Any Settlement Class Member who fails to timely submit a valid Claim
9 Form by the Claims Deadline (except for those Settlement Class Members who timely
10 cure any deficiency with their Claim Form) shall be forever barred from receiving any
11 cash payment, supplemental cash payment, or other monetary relief pursuant to this
12 Agreement, but will in all other respects be subject to and bound by the provisions of
13 this Agreement, the releases (as described in Section XIV in this Agreement), and the
14 Final Order and Judgment. Notwithstanding the foregoing, the Settlement
15 Administrator shall have the discretion (but not the obligation) to accept Claim Forms
16 for review that are received shortly after the Claims Deadline if Co-Lead Class
17 Counsel agree.

18 9. No Person shall have any claim against Plaintiffs, Class Counsel,
19 Defendant, Defendant's Counsel or the Settlement Administrator, or any other Person
20 designated by Class Counsel, based on the amount of a cash payment and
21 supplemental cash payment, or the determination, calculation, or distribution of a cash
22 payment and supplemental cash payments made substantially in accordance with this
23 Agreement and the Settlement set forth in this Agreement or further order(s) of the
24 Court.

25 10. Released Defendant shall have no responsibility for, interest in, or
26 liability whatsoever with respect to the amount or calculation of any cash payment
27 and supplemental cash payment, the determination, distribution, or administration of
28 any cash payment, supplemental cash payment, or the Settlement Fund, the payment

1 or withholding of Taxes or Tax Expenses, or any losses incurred in connection with
2 such matters. Plaintiffs, Settlement Class Members, and Class Counsel hereby release
3 Released Defendant from any and all liability and claims arising from or with respect
4 to the administration, investment, or distribution of the Settlement Fund.
5 Notwithstanding the foregoing, Defendant shall reasonably cooperate in providing
6 reasonably available records in its possession necessary to: (a) confirm Settlement
7 Class membership; (b) ascertain Settlement Class Members' email and home
8 addresses; (c) calculate the amount of cash payments; and (d) if necessary, calculate
9 the amount of supplemental cash payments.

10 11. The Court retains the ongoing and exclusive jurisdiction and independent
11 case management authority regarding the general operation of the Settlement
12 Administration and those appointed to implement and oversee it.

13 VI. SETTLEMENT FUND

14 A. The Settlement Amount and the Escrow Account

15 1. Defendant shall pay \$2,960,000 of the Settlement Amount by wire
16 transfer no later than ten (10) calendar days after the later of: (a) entry of the Notice
17 Order; and (b) the provision to Defendant of information necessary to effectuate a
18 payment of funds, including the beneficiary account name, the U.S. bank name,
19 address, account number and ABA bank code (*i.e.*, routing number), and the payment
20 reference.

21 2. Defendant shall cause its insurer, Sompo, to pay the balance of the
22 Settlement Amount (\$2,100,000) by wire transfer no later than thirty (30) calendar
23 days of the later of: (a) entry of an order finally approving the Settlement; and (b) the
24 provision to Defendant of information necessary to effectuate a payment of funds,
25 including the beneficiary account name, the U.S. bank name, address, account number
26 and ABA bank code (*i.e.*, routing number), and the payment reference..

27 2. Upon receipt of the Settlement Amount, the Escrow Agent shall invest
28 (or cause to be invested) the Settlement Amount deposited into the Escrow Account

1 in United States agency or Treasury securities or other instruments backed by the Full
2 Faith and Credit of the United States government or federal agency or fully insured
3 by the United States government or a federal agency and shall reinvest (or cause to be
4 reinvested) the proceeds of these instruments as they mature in similar instruments at
5 their then-current market rates. All risks related to the investment of the Settlement
6 Fund in accordance with the investment guidelines set forth in this paragraph shall be
7 borne by the Settlement Fund and Released Defendant shall have no responsibility
8 for, interest in, or liability whatsoever with respect to investment decisions or the
9 actions of the Escrow Agent, or any transactions executed by the Escrow Agent.
10 Upon Defendant's full payment of the Settlement Amount into the Escrow Account,
11 Defendant's obligation is fully satisfied.

12 **B. Payment Priority**

13 1. The Escrow Agent shall pay the Initial Costs Cap to the Settlement
14 Administrator immediately upon receipt of an invoice to cover initial Notice and
15 Administration Expenses.

16 2. Within fifteen (15) calendar days of the Court's award of Attorneys' Fees
17 and Expenses or fifteen (15) calendar days after the Court's entry of the Final Order
18 and Judgment, whichever occurs last, and subject to Section XI.3. of this Agreement,
19 the Attorneys' Fees and Expenses awarded by the Court shall be paid to Co-Lead
20 Class Counsel.

21 3. Within fifteen (15) calendar days after the Effective Date, the Service
22 Awards awarded by the Court shall be paid to Co-Lead Class Counsel for the benefit
23 of Plaintiffs.

24 4. No sooner than thirty (30) calendar days and no later than ninety (90)
25 calendar days after the Effective Date, or as otherwise agreed by the Parties or as
26 otherwise ordered by the Court, all cash payments shall be paid from the Net
27 Settlement Fund.

28

1 **C. Residue**

2 1. Supplemental Cash Payments: If, after payment of all items listed in
3 Sections IV.1, VI.B.1., VI.B.2., and VI.B.3., money remains in the Net Settlement
4 Fund, those residual funds shall first be distributed for supplemental cash payments,
5 on a pro rata basis, to those Settlement Class Members who timely submitted valid
6 Claim Forms, such that the total, combined amount of cash payments and
7 supplemental cash payments shall not exceed \$1,000.

8 2. Residual Charitable Donation: If there is a balance in the Net Settlement
9 Fund after payment of all items listed in Sections IV.1, VI.B.1., VI.B.2., VI.B.3., and
10 VI.C.1., any balance that remains shall, unless otherwise ordered by the Court on
11 motion or otherwise, be donated to the Juvenile Diabetes Research Foundation, an
12 accredited 501(c)(3) non-profit agency working to find better treatments, preventions
13 and ultimately a cure for type 1 diabetes.. The Parties agree that the Court shall retain
14 jurisdiction over the distribution of any balance in the Net Settlement Fund described
15 in this paragraph and that any exercise of the Court’s discretion with regard to the
16 distribution of such balance pursuant to this provision shall not constitute a material
17 alteration of the Settlement for purposes of Section XV relating to termination.

18 3. After the Effective Date, the Escrow Agent may order payment of all
19 additional Notice and Administration Expenses reasonably incurred by the Settlement
20 Administrator without further order of the Court.

21 **D. Taxes**

22 1. Qualified Settlement Fund

23 (a) The Parties and the Escrow Agent agree to treat the Settlement Fund as
24 being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §
25 1.468B-1, to the fullest permissible extent. It is intended that all transfers by Solara to
26 the Settlement Fund will satisfy the “all events test” and the “economic performance”
27 requirement of § 461(h)(1) of the Internal Revenue Code of 1986, as amended, and
28 the regulations promulgated thereunder (the “Code”), and Treas. Reg. § 1.461-1(a)(2).

1 As such, Solara shall not be taxed on the income of the Settlement Fund. The
2 Settlement Fund shall be taxed on its modified gross income determined in
3 accordance with Treas. Reg. § 1.468B-2(b).

4 (b) The Escrow Agent shall timely make such elections as necessary or
5 advisable to carry out the provisions of this Agreement, including, if appropriate, the
6 “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the
7 Settlement Fund as coming into existence as a qualified settlement fund as of the
8 earliest permitted date. Such elections shall be made in compliance with the
9 procedures and requirements contained in such regulations. It shall be the
10 responsibility of the Escrow Agent to timely and properly prepare and deliver the
11 necessary documentation for signature by all necessary parties and thereafter to cause
12 the appropriate filing to occur.

13 (c) For the purpose of Treas. Reg. §§ 1.468B-1 through 1.468B-4, the
14 “transferor” shall be Solara. The transferor shall supply to the Escrow Agent the
15 statement required by Treas. Reg. § 1.468B-3(e) by February 15 of the year following
16 the calendar year(s) in which any installment of the Settlement Amount is paid to the
17 Settlement Fund.

18 (d) The “administrator” of the Settlement Fund within the meaning of Treas.
19 Reg. § 1.468B-2(k) shall be the Escrow Agent. The Escrow Agent shall apply for an
20 employer identification number for the Settlement Fund in accordance with Treas.
21 Reg. § 1.468B-2(k)(4). The Escrow Agent shall timely and properly file all
22 informational and other tax returns as are necessary or advisable with respect to the
23 Settlement Fund (including, without limitation, the returns described in Treas. Reg. §
24 1.468B-2(k)). In accordance with the provisions of Treas. Reg. § 1.468B-2(l), the
25 Escrow Agent shall cause to be filed all required federal, state, and local information
26 returns as are necessary or advisable with respect to any payments made to Settlement
27 Class Members. The Escrow Agent may retain certified public accountants and legal
28 counsel to consult with and advise it with respect to the preparation of any and all

1 appropriate income tax returns, information returns, or compliance withholding
2 requirements.

3 (e) The Escrow Agent shall be empowered to take all such actions as it
4 deems necessary to ensure that the Settlement Fund is treated as a “qualified
5 settlement fund” under Treas. Reg. § 1.468B-1. The Escrow Agent may petition the
6 Court to amend, either in whole or in part, any administrative provision of this
7 Agreement that causes unanticipated tax consequences or liabilities inconsistent with
8 the foregoing.

9 (f) In accordance with Treas. Reg. § 1.468B-2(j), the taxable year of the
10 Settlement Fund shall be the calendar year and the Settlement Fund shall use an
11 accrual method of accounting within the meaning of § 446(c) of the Code.

12 (g) All (i) Taxes (including any estimated Taxes, interest, or penalties)
13 arising with respect to the income earned by the Settlement Fund, including any Taxes
14 or tax detriments that may be imposed upon Released Defendant or Released
15 Plaintiffs and Settlement Class Members or their respective counsel with respect to
16 any income earned by the Settlement Fund for any period during which the Settlement
17 Fund does not qualify as a “qualified settlement fund” for federal or state income tax
18 purposes, and (ii) expenses and costs incurred in connection with the operation and
19 implementation of this Section of the Agreement (including, without limitation,
20 expenses of tax attorneys and/or accountants and mailing and distribution costs and
21 expenses relating to filing, or failing to file, the returns described in this paragraph)
22 (“Tax Expenses”), shall be paid out of the Settlement Fund. In all events, Released
23 Defendant and its counsel shall have no liability or responsibility for the Taxes or the
24 Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a
25 cost of administration of the Settlement Fund and shall be timely paid by the Escrow
26 Agent out of the Settlement Fund without prior order from the Court, and the Escrow
27 Agent shall be authorized (notwithstanding anything in this Agreement to the
28 contrary) to withhold from distribution to Settlement Class Members any funds

1 necessary to pay such amounts, including the establishment of adequate reserves for
2 any Taxes and Tax Expenses (as well as any amounts that may be required to be
3 withheld under Treas. Reg. § 1.468B-2(l)(2)). Neither the Released Defendant nor its
4 counsel are responsible nor shall they have any liability for any Taxes or Tax
5 Expenses. The Parties agree to cooperate with the Escrow Agent, each other, and their
6 tax attorneys and accountants to the extent reasonably necessary to carry out the
7 provisions of this paragraph of the Agreement.

8 2. Released Defendant is not and shall not be obligated to compute,
9 estimate or pay any taxes on behalf of any Plaintiff, any Settlement Class Member,
10 Class Counsel, and/or the Escrow Agent. Defendant does not make and have not made
11 any representations regarding the taxability of any cash payments or supplemental
12 cash payments made pursuant to this Agreement or the Settlement. Any income or
13 other tax, including any interest, penalties, or other payment obligations ultimately
14 determined to be payable from or with respect to any payments made pursuant to the
15 Agreement or the Settlement, as well as any state or federal reporting obligations
16 imposed on Plaintiffs and Settlement Class Members arising from the Settlement,
17 shall not be Defendant's responsibility and Defendant shall have no liability with
18 respect to any such matters.

19 **VII. INJUNCTIVE RELIEF**

20 1. The Court's Final Order and Judgment (Exhibit C hereto) in the Action
21 shall, as injunctive relief, require the following remediations (the "Injunction"):

22 A. Solara will undergo an AICPA SOC2 Type 2 audit in 2022.

23 i. The SOC2 Type 2 Audit will have a minimum look-back period of
24 6 months (the audit minimum is 3 months, maximum is 12 months)

25 ii. The audit will include the trust criteria of Security, Confidentiality,
26 Availability and Privacy.

27 iii. If Solara does not pass the SOC2 Type 2 Audit, it must repeat the
28 audit until it passes.

- 1 B. Annually, Solara will engage an independent third party to perform a
2 HIPAA IT assessment, with the first such HIPAA IT assessment
3 scheduled for 2022.
- 4 i. The security posture evaluates Solara's ability to Identify, Detect,
5 Protect, Respond and Recover from a cyber security adverse event
6 ii. This posture will be tested against all phases of an attack lifecycle
7 from an external attack to an internal attack:
- 8 a. Test Solara's ability to detect and prevent invasive external
9 reconnaissance scanning
10 b. Test Solara's ability to detect and prevent initial access
11 c. Test Solara's ability to detect and contain an internal threat
12 actor how has gained initial access (these are directly related to
13 their ability to prevent and detect the compromises that have
14 already occurred)
- 15 1. Test for fileless malware execution
16 2. Lateral movement
17 3. Command and Control
- 18 C. Solara will undergo at least one cyber incident response test per year, with
19 such cyber incident response test scheduled for 2022.
- 20 i. Engage on a continuous retainer a third party incident responder and
21 have the third party incident response firm facilitate the tests.
- 22 D. Solara will have its staff undergo periodic training in security and privacy,
23 with such training to occur at least twice per year.
- 24 E. Solara will engage a company to test its phishing and external facing
25 vulnerabilities at least twice a year.
- 26 i. The tests should be unannounced (not planned).
27 ii. The tests should evaluate at least 25% of the users' response to
28 phishing emails in the organization every 6 months.

1 iii. Each test should be followed with training for those who did not
2 respond accordingly.

3 F. Solara will deploy a third party, enterprise SIEM tool with a 400 day look-
4 back on logs in January 2022.

5 i. Solara will not use a native Microsoft SIEM

6 ii. The SIEM will be cloud based.

7 G. Solara's Compliance Officer will be responsible for ensuring compliance
8 with the foregoing remediations.

9 2. Defendant agrees to perform the foregoing remediations for a minimum
10 of the next two years and agrees to perform either an improved version of such
11 recommendations or the new industry standard thereafter for at least three additional
12 years.

13 3. The remediations provisions comprising the Injunction are for the
14 exclusive benefit of the Parties for the purpose of this Settlement. No other person or
15 entity shall have any right or claim against any Party by reason of these provisions,
16 and only the signatories to this Stipulation shall be entitled to enforce any of these
17 provisions against any Party.

18 4. No later than ninety (90) calendar days following the Effective Date of
19 the Settlement, Defendant shall affirm that the terms of the Injunction have been fully
20 complied with.

21 5. Defendant further confirms that, as a substantial result of Plaintiffs'
22 prosecution of the Action, Defendant implemented significant improvements to its
23 data security environment and practices, as recommended by third-party data security
24 consultants. These improvements include, but are not limited to: implementing multi-
25 factor authentication to its systems; increasing its log retention; deploying additional
26 phishing alerts; implementing Azure ATP to scan for suspicious activity; increasing
27 its email filtering; adding additional security protections to Azure Identity Protection
28 to block anonymous proxies and to send alerts if passwords are leading on the dark

1 web; implementing Azure SSO plus multi-factor authentication for third party
2 applications; and deploying LAPS to randomize and rotate local administrator
3 passwords.

4 **VIII. REQUESTS FOR EXCLUSION**

5 1. The Notices will provide instructions regarding the procedures that must
6 be followed to opt out of the Settlement Class pursuant to Fed. R. Civ. P.
7 23(c)(2)(B)(v). The Parties agree that, to opt out validly from the Settlement Class, a
8 Settlement Class Member must personally sign and submit a written request to opt
9 out stating “I wish to exclude myself from the Settlement Class in In re Solara Medical
10 Supplied Data Breach Litigation” (or substantially similar clear and unambiguous
11 language) to the Settlement Administrator on or before the Opt-Out Deadline. That
12 written request also shall contain: (a) the Settlement Class Member’s printed name,
13 address, and telephone number; (b) a statement that the Settlement Class Member is
14 a Settlement Class Member; and (c) the basis of the Settlement Class Member’s
15 inclusion in the Settlement Class. The Settlement Administrator shall provide copies
16 of all opt out requests to Co-Lead Class Counsel and Defendant’s Counsel within
17 seven (7) calendar days of the receipt of each such request.

18 2. All Settlement Class Members who do not timely and validly opt out of
19 the Settlement Class shall in all respects be bound by all terms of this Agreement and
20 the Court’s Final Order and Judgment upon the Effective Date. Group opt outs,
21 including “mass” or “class” opt outs, are strictly prohibited.

22 3. Any Settlement Class Member who elects to opt out pursuant to this
23 Section may not also object to the Settlement, pursuant to Section IX of this
24 Agreement. Any Settlement Class Member who elects to object pursuant to Section
25 IX shall not be permitted to opt out pursuant to this Section.

26 4. Not later than seven (7) calendar days before the Fairness Hearing, Co-
27 Lead Class Counsel shall file with the Court a list of those Persons who have timely
28 and validly excluded themselves from the Settlement.

1 5. The Settlement Administrator and the Parties shall promptly send copies
2 of any requests for exclusion, objections, and related correspondence to each other.

3 **IX. OBJECTIONS TO THE SETTLEMENT**

4 1. The Notices will provide instructions regarding the procedures that must
5 be followed to object to the Settlement pursuant to Fed. R. Civ. P. 23(e)(5). Provided
6 that a Settlement Class Member has not submitted a written request to opt out, as set
7 forth above in Section VIII, such Settlement Class Member may present a written
8 objection, if any, explaining why he or she believes the Settlement should not be
9 approved by the Court as fair, reasonable, and adequate. No later than such date as is
10 ordered by the Court, a Settlement Class Member who wishes to object to any aspect
11 of the Settlement must file with the Court a written statement of the objection, which
12 must include a detailed statement of the Settlement Class Member's objection(s), as
13 well as the specific reasons, if any, for each such objection, including any evidence
14 and legal authority the Settlement Class Member wishes to bring to the Court's
15 attention. That written statement also must contain the Settlement Class Member's
16 printed name, address, telephone number, and the basis of the Settlement Class
17 Member's inclusion in the Settlement Class, any other supporting papers, materials,
18 or briefs the Settlement Class Member wishes the Court to consider when reviewing
19 the objection, and a list of all state or federal court cases in which the Settlement Class
20 Member (and/or his or her lawyer, if represented by counsel) has objected to a
21 proposed class-action settlement.

22 2. A Settlement Class Member may object on his or her own behalf or
23 through a lawyer hired at that Settlement Class Member's own expense, provided the
24 Settlement Class Member has not submitted a written request to opt out, as set forth
25 in Section VIII of this Agreement. The objection must state whether it applies only
26 to the objector, to a specific subset of the Settlement Class, or to the entire Settlement
27 Class, and must state with specificity the grounds for the objection. Lawyers asserting
28 objections on behalf of Settlement Class Members must file a notice of appearance

1 with the Court by the date set forth in the Notice Order or as the Court otherwise may
2 direct.

3 3. A Settlement Class Member (or counsel individually representing him or
4 her, if any) seeking to make an appearance at the Fairness Hearing must file with the
5 Court, by the date set forth in the Notice Order, a written notice of his or her intent to
6 appear at the Fairness Hearing, in accordance with the requirements set forth in the
7 Notice Order, or by such time and in such manner as the Court may otherwise direct.

8 4. Unless the Court directs otherwise, any Settlement Class Member who
9 fails to comply with this Section of the Agreement, shall waive and forfeit any and all
10 rights he or she may have to object to the Settlement and/or to appear and be heard on
11 his or her objection at the Fairness Hearing.

12 5. Any Settlement Class Member who intends to object to the fairness of
13 the Settlement, Class Counsel's request for Attorneys' Fees and Expenses, or
14 Plaintiffs' request for Service Awards must do so in writing on or before the Objection
15 Date, and in accordance with all the requirements set forth in the Notice Order.

16 6. The Parties shall request that any Settlement Class Member who fails to
17 comply with the Notice Order shall waive and forfeit any and all rights that he or she
18 may have to be heard, appear separately, and/or to object, and shall be bound by all
19 the terms of this Agreement and by all proceedings, orders and judgments, including,
20 but not limited to, the release of the Plaintiffs' Released Claims.

21 7. The Parties shall request that any Person filing an objection shall, by
22 doing so, submit himself or herself to the exclusive jurisdiction and venue of the
23 Court, and shall agree to be subject to discovery by the Parties with respect to both
24 the objection and any objections to other class action settlements lodged by the
25 objector.

26 **X. COURT APPROVAL OF THE SETTLEMENT**

27 1. The Parties and their respective counsel agree to cooperate fully with one
28 another and to take all actions and steps as reasonably necessary in seeking and

1 obtaining Court approval of the Settlement, affirming Court approval of the
2 Settlement, and in the execution of such documents as are reasonably necessary and
3 appropriate to obtain approval of and to implement the Agreement.

4 2. The Parties shall request that the Fairness Hearing be set at least ninety
5 (90) days after the Court's Notice Order is entered. The Parties agree that the Fairness
6 Hearing may be rescheduled or postponed without resending the Notices.

7 3. Class Counsel shall file with the Court a Final Approval Motion seeking
8 entry of the Final Order and Judgment on or before the deadline set forth in the Court's
9 Notice Order.

10 **XI. ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS**

11 1. After the Court enters the Notice Order, Co-Lead Class Counsel may
12 apply to the Court for an award of Attorneys' Fees and Expenses on behalf of
13 themselves and other Class Counsel, and for Service Awards for Plaintiffs in
14 recognition of their time and service to the Settlement Class. Co-Lead Class Counsel
15 shall file any application by the deadline set forth in the Notice Order.

16 2. Service Awards shall be paid from the Settlement Fund and are in
17 addition to any cash payments and supplemental cash payments for which Plaintiffs
18 may be eligible under this Agreement.

19 3. Any award of Attorneys' Fees and Expenses by the Court shall be paid
20 to Class Counsel within fifteen (15) calendar days after the Court's order awarding
21 Attorneys' Fees and Expenses or fifteen (15) calendar days after the Court's entry of
22 the Final Order and Judgment, whichever occurs last, notwithstanding the existence
23 of any timely filed objections thereto, or potential for appeal therefrom, or collateral
24 attack on the settlement or any part thereof, subject to Class Counsel's joint and
25 several obligation to make appropriate refunds or repayments to the Settlement Fund
26 plus interest earned thereon if, and when, as a result of any appeal and/or further
27 proceedings on remand, or successful collateral attack, the fee or expense award is
28 lowered or the Settlement is disapproved by a final order not subject to further review.

1 4. Any award of Attorneys' Fees and Expenses and any Service Awards
2 shall be separate from the Settlement, and approval of the Settlement shall not be
3 contingent upon an award of Attorneys' Fees and Expenses or any Service Awards at
4 all or in any particular amount. If the Court reduces or disapproves Co-Lead Class
5 Counsel's request for an award of Attorneys' Fees and Expenses and/or Service
6 Awards, that shall not be grounds to terminate the Settlement.

7 5. Plaintiffs and Co-Lead Class Counsel shall have the right to appeal the
8 Court's determination as to the amount of any award of Attorneys' Fees and Expenses
9 and of any Service Awards.

10 6. Other than as stated in this Settlement with respect to establishing the
11 Settlement Fund, Plaintiffs release the Released Defendant (as defined below) and the
12 Released Defendant shall have no responsibility for and no liability with respect to
13 any Attorneys' Fees and Expenses Award or the allocation of any Attorneys' Fees
14 and Expenses among Class Counsel and/or any other person who may assert a claim
15 to Attorneys' Fees and Expenses.

16 7. Allocation of any Attorneys' Fees and Expenses among Class Counsel
17 shall be made by Co-Lead Class Counsel in the exercise of their sole discretion.

18 **XII. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

19 1. Defendant: (a) has denied, and continue to deny, that Defendant has
20 committed any act or omission giving rise to any liability or violation of law; (b) has
21 expressly denied, and continue to deny, each of the claims alleged by Plaintiffs in the
22 Action, along with all the charges of wrongdoing or liability against Defendant arising
23 out of any of the conduct, statements, acts, or omissions that were alleged, or that
24 could have been alleged, in the Action; (c) has denied, and continue to deny, among
25 other allegations, the allegations that Plaintiffs or the Settlement Class have suffered
26 any injury or damage, or that Plaintiffs or the Settlement Class were harmed by any
27 conduct alleged in the Action or that could have been alleged in the Action; (d) has
28 asserted, and continue to assert, that its conduct was at all times proper, and believes

1 that the evidence developed to date supports Defendant's positions that it acted
2 properly at all times and that the Action is without merit; (e) maintains that it has
3 meritorious defenses to all claims alleged in the Action; and (f) enters into this
4 Agreement subject to and without waiving any personal jurisdiction defenses asserted
5 in the Action.

6 2. As set forth below, neither the Settlement nor any of the terms of this
7 Agreement shall constitute an admission or finding of any fault, liability, wrongdoing,
8 or damage whatsoever or any infirmity in the defenses that Defendant has, or could
9 have, asserted. Defendant is entering into this Agreement solely to eliminate the
10 burden and expense of further litigation. Defendant has determined that it is desirable
11 and beneficial to it that the Action be settled in the manner and upon the terms and
12 conditions set forth in this Agreement.

13 **XIII. PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT**

14 1. Class Counsel believe that the Plaintiffs' claims have merit based on
15 proceedings to date, but Class Counsel acknowledge that Defendant would continue
16 to assert legal and factual defenses to the claims made in the Action.

17 2. Plaintiffs and Class Counsel recognize and acknowledge the expense and
18 length of continued proceedings necessary to prosecute the Action against Defendant
19 through trial and through appeals. Plaintiffs and Class Counsel also have taken into
20 account the uncertain outcome and the risk of any litigation, especially in complex
21 actions such as this Action, as well as the difficulties and delays inherent in such
22 litigation. Plaintiffs and Class Counsel also acknowledge the inherent problems of
23 proof of, and possible defenses to, the claims asserted in the Action.

24 3. Based on their evaluation, Plaintiffs and Class Counsel have determined
25 that the Settlement set forth in this Agreement confers substantial benefits upon the
26 Settlement Class and is in the best interests of the Settlement Class.

1 **XIV. RELEASES**

2 1. As of the Effective Date, the Action shall be dismissed with prejudice
3 against Defendant.

4 2. As of the Effective Date, any and all claims and causes of action of every
5 nature and description, whether known or unknown, whether arising under federal,
6 state, common, or foreign law, based in law or equity, arising from or which are
7 related in any way to the claims that have been brought or could have been brought
8 in the Action (“Plaintiffs’ Released Claims”) shall be released, fully discharged,
9 waived, and finally terminated as against Released Defendant. This release shall
10 include the release of Unknown Claims (as defined below). For avoidance of doubt,
11 Plaintiffs’ Released Claims shall not include the right to enforce the terms of the
12 Settlement or this Agreement, Notice Order, Final Order and Judgment, and other
13 orders or judgments issued by the Court relating to Notice or the Settlement.

14 3. “Released Defendant” means the Defendant, Defendant’s Counsel and,
15 to the fullest extent permissible under law, each of their respective current and former
16 officers and directors, or any assignee, successor, predecessor, direct or indirect
17 subsidiary, direct or indirect parent company, divisions, affiliates, attorneys,
18 employees, agents, insurers or underwriters.

19 4. “Releasing Plaintiffs and Settlement Class Members” means every
20 current and former plaintiff and each Settlement Class Member, in their individual or
21 representative capacities, and Class Counsel, and their respective heirs, agents,
22 attorneys, trusts, executors, estates, assigns, representatives, spouses, family
23 members, or anyone claiming injury on their behalf.

24 5. “Unknown Claims” means any of Plaintiffs’ Released Claims that any
25 Releasing Plaintiff or Settlement Class Member does not know or suspect to exist in
26 his or her favor at the time of the release, which, if known by him or her, might have
27 affected his or her settlement with and release of the Released Defendant, or might
28 have affected his or her decision not to object to this Settlement or seek exclusion

1 from this Settlement. With respect to any and all Plaintiffs' Released Claims, the
2 Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly
3 waive and relinquish and each of the Settlement Class Members shall be deemed to
4 have, and by operation of the Final Order and Judgment shall have, expressly waived
5 and relinquished, to the fullest extent permitted by law, the provisions, rights, and
6 benefits of any state, federal or foreign law or principle of common law, which may
7 have the effect of limiting the release set forth herein. This includes a waiver by the
8 Releasing Plaintiffs and Settlement Class Members of any rights pursuant to section
9 1542 of the California Civil Code (or any similar, comparable, or equivalent provision
10 of any federal, state, or foreign law, or principle of common law), which provides:

11 A general release does not extend to claims which the creditor does not
12 know or suspect to exist in his or her favor at the time of executing the
13 release, which if known by him or her must have materially affected his
14 or her settlement with the debtor.

15 Releasing Plaintiffs and Settlement Class Members may hereafter discover
16 facts in addition to or different from those which he, she or it now knows or believes
17 to be true with respect to the subject matter of the Plaintiffs' Released Claims, but
18 Plaintiffs shall expressly settle and release and each Settlement Class Member, upon
19 the Effective Date, shall be deemed to have, and by operation of the Final Order and
20 Judgment shall have, fully, finally, and forever settled and released any and all
21 Plaintiffs' Released Claims, without regard to the subsequent discovery or existence
22 of such different or additional facts. Plaintiffs acknowledge, and the Settlement Class
23 Members shall be deemed by operation of the Final Order and Judgment to have
24 acknowledged, that the foregoing waiver was separately bargained for and a key
25 element of the Settlement of which this Release is a part.

26 6. Upon the Effective Date, the Agreement shall be the sole and exclusive
27 remedy for any and all of Plaintiffs' Released Claims, including Unknown Claims, by
28 any and all of Releasing Plaintiffs and Settlement Class Members against the Released

1 Defendant. The Released Defendant shall not be subject to liability of any kind to any
2 Releasing Plaintiff or Settlement Class Member with respect to any of Plaintiffs’
3 Released Claims. Upon the Effective Date, and subject to fulfillment of all of the terms
4 of this Agreement, each and every Releasing Plaintiff and Settlement Class Member
5 shall be permanently barred and enjoined from initiating, asserting and/or prosecuting
6 any of Plaintiffs’ Released Claim, including any Unknown Claim, against the
7 Released Defendant in any court or any forum.

8 7. On the Effective Date, the Released Defendant shall release, discharge,
9 and waive any and all claims (including Defendant’s Unknown Claims) related to the
10 institution, prosecution, or settlement of the Action other than to enforce the terms of
11 the Settlement or this Agreement, Notice Order, Final Order and Judgment, and other
12 orders or judgments issued by the Court relating to Notice or the Settlement
13 (“Defendant’s Released Claims”), against every current and former plaintiff, each
14 Settlement Class Member, and Class Counsel (“Released Plaintiffs and Settlement
15 Class Members”). “Defendant’s Unknown Claims” means any of Defendant’s
16 Released Claims that Released Defendant does not know or suspect to exist in its
17 favor at the time of the release, which, if known by it, might have affected its decision
18 to settle with and release the Defendant’s Released Claims against the Released
19 Plaintiffs and Settlement Class Members. Released Defendant acknowledges that it
20 has been informed by Defendant’s Counsel of section 1542 of the California Civil
21 Code and expressly waive and relinquish any rights or benefits available to it under it
22 and any similar state statute.

23 8. The Parties agree that the Court shall retain exclusive and continuing
24 jurisdiction over all Parties, the Action, and this Agreement to resolve any dispute
25 that may arise regarding this Agreement or in relation to this Action, including any
26 dispute regarding validity, performance, interpretation, administration, enforcement,
27 enforceability, or termination of the Agreement.

28

1 **XV. MODIFICATION OR TERMINATION OF THIS AGREEMENT**

2 1. The terms and provisions of this Agreement may be amended, modified,
3 or expanded by written agreement of all the Parties and approval of the Court;
4 provided, however, that after entry of the Final Order and Judgment, the Parties may
5 by written agreement effect such amendments, modifications, or expansions of this
6 Agreement and its implementing documents (including Exhibits hereto) without
7 further notice to the Settlement Class or approval by the Court if such changes are
8 consistent with the Court’s Final Order and Judgment and do not limit the rights of
9 Settlement Class Members.

10 2. This Agreement shall terminate at the discretion of either Defendant or
11 Plaintiffs, if: (a) the Court, or any appellate court(s), rejects, modifies, or denies
12 approval of any portion of the proposed Settlement that the terminating Party in its
13 (or their) judgment reasonably determine(s) is material, including, without limitation,
14 the terms of relief, the findings, or conclusions of the Court, the provisions relating to
15 Notice, the definition of the Settlement Class, and/or the terms of the Release; or (b)
16 the Court, or any appellate court(s), does not enter or completely affirm, or alters,
17 narrows or expands, any portion of the Final Order and Judgment, or any of the
18 Court’s findings of fact or conclusions of law, that the terminating Party in its (or
19 their) judgment reasonably determine(s) is material. The terminating Party must
20 exercise the option to withdraw from and terminate this Agreement, as provided in
21 this Section, by a signed writing served on the other Parties no later than thirty (30)
22 calendar days after receiving notice of the event prompting the termination.

23 3. In the event of termination of the Settlement, and consistent with the
24 applicable evidentiary rules, neither the existence of this Agreement nor its contents
25 shall be admissible in evidence or shall be referred to for any purpose in the Action
26 or in any other proceeding. Further, in such event, the Parties shall be restored to their
27 respective positions status quo ante, and this Agreement and all negotiations,
28 transactions, and proceedings in connection herewith shall not be deemed to prejudice

1 in any way their respective positions, and Defendant shall not be precluded from
2 challenging whether the Action may proceed as a class action, or from asserting any
3 other argument, defense, or position.

4 4. If an option to terminate this Agreement arises under Section XV.1–.2
5 above, neither Defendant nor Plaintiffs are required for any reason or under any
6 circumstance to exercise that option and any exercise of that option shall be in good
7 faith. If, but only if, this Agreement is terminated pursuant to Section XV.1, or .2,
8 then:

9 (a) This Agreement shall be null and void and shall have no force or effect,
10 and no Party shall be bound by any of its terms;

11 (b) All of the provisions of this Agreement, and all negotiations, statements,
12 and proceedings relating to it, shall be without prejudice to the rights of Defendant,
13 Plaintiffs, or any Settlement Class Member, all of whom shall be restored to their
14 respective positions existing immediately before the execution of this Agreement;

15 (c) The Parties expressly and affirmatively reserve all claims, defenses,
16 arguments, and motions as to all claims that have been or might later be asserted in
17 the Action;

18 (d) Plaintiffs and all other Settlement Class Members expressly and
19 affirmatively reserve and do not waive all motions as to, and arguments in support of,
20 all claims, causes of action or remedies that have been or might later be asserted in
21 the Action;

22 (e) Defendant expressly and affirmatively reserves and does not waive all
23 motions as to, and arguments in support of, any defense to all claims, causes of action
24 or remedies that have been or might later be asserted in the Action;

25 (f) Neither this Agreement, the fact of its having been entered into, nor the
26 negotiations leading to it shall be offered into evidence for any purpose whatsoever;

27
28

1 (g) Any settlement-related order(s) or judgment(s) entered in this Action
2 after the date of execution of this Agreement shall be deemed vacated and shall be
3 without any force or effect; and

4 (h) Within five (5) business days, any funds in the Escrow Account,
5 including any interest accrued, shall revert to Defendant minus incurred Notice and
6 Administration Expenses.

7 5. If three hundred or more Settlement Class Members opt-out of
8 participation in the Settlement, Defendant may in its sole discretion elect that this
9 Agreement shall be null and void and shall have no force or effect. Defendant shall
10 have five (5) business days from its receipt from the Settlement Administrator of the
11 final written list of Settlement Class Members who timely opt-out to exercise this
12 option.

13 **XVI. REPRESENTATIONS AND WARRANTIES**

14 1. Class Counsel warrant and represent that: (a) they are expressly
15 authorized by Plaintiffs to enter into this Agreement and sign this Agreement on
16 behalf of Plaintiffs; and (b) they are seeking to protect the interests of the Settlement
17 Class.

18 2. Class Counsel further represent that Plaintiffs shall remain and serve as
19 representatives of the Settlement Class until the terms of this Agreement are
20 effectuated, this Agreement is terminated in accordance with its terms, or the Court
21 at any time determines that said Plaintiffs cannot represent the Settlement Class.

22 3. Defendant warrants and represents that the individual signing this
23 Agreement on its or his behalf is authorized to enter into and sign the Agreement on
24 behalf of that Defendant.

25 4. Defendant warrants and represents as to itself that it is not “insolvent”
26 within the meaning of 11 U.S.C. §101(32) as of the time the Agreement is executed
27 and as of the time the payments of the settlement amount are actually transferred or
28 made as reflected in the Agreement. In the event of a final order of a court of

1 competent jurisdiction, not subject to any further proceedings, determining the
2 transfer of the Settlement Fund, or any portion thereof, by or on behalf of Defendant
3 to be a preference, voidable transfer, fraudulent transfer, or similar transaction under
4 Title 11 of the United States Code (Bankruptcy) or applicable state law and any
5 portion thereof is required to be refunded, then, at the election of Co-Lead Counsel,
6 the Settlement may be terminated and the releases given and the judgment entered in
7 favor of Defendant and Defendant's Released Parties pursuant to the Settlement shall
8 be null and void and Plaintiffs may proceed as if the Settlement were never entered
9 into.

10 5. The Parties acknowledge and agree that they have and will not give any
11 opinion concerning the tax consequences of the proposed Settlement to Settlement
12 Class Members, nor are any representations or warranties in this regard made by
13 virtue of this Agreement. Each Settlement Class Member's tax obligations, and the
14 determination thereof, are the sole responsibility of the Settlement Class Member, and
15 it is understood that the tax consequences may vary depending on the particular
16 circumstances of each individual Settlement Class Member.

17 6. Within thirty (30) calendar days after the Effective Date, each Plaintiff
18 will return or destroy (and certify in writing that they have destroyed) the Defendant's
19 confidential documents.

20 **XVII. GENERAL MATTERS AND RESERVATIONS**

21 1. The Parties and their respective counsel agree to use their best efforts to
22 have any collateral attack upon this Agreement or the Settlement promptly dismissed
23 or rejected.

24 2. The Parties and their respective counsel shall cooperate with each other,
25 act in good faith, and use their reasonable best efforts to ensure the timely and
26 expeditious administration and implementation of the Agreement and to minimize the
27 costs and expenses incurred therewith. The Parties agree to reasonably cooperate to
28

1 submit required forms or implement the Agreement in a manner that minimizes
2 unnecessary tax burdens on the Defendant.

3 3. The Parties further agree, subject to Court approval as needed, to
4 reasonable extensions of time to carry out any of the provisions of the Agreement. In
5 the event the Parties are unable to reach agreement on the form or content of any
6 document needed to implement the Agreement, or on any supplemental provisions
7 that may become necessary to effectuate the terms of this Agreement, the Parties may
8 seek the assistance of the Court to resolve such disagreement.

9 4. Except for Defendant's obligation to pay, deposit, or otherwise transfer
10 into the Escrow Account the full Settlement Amount, as provided under Section VI,
11 Defendant's obligation to implement the Settlement described in this Agreement is
12 and shall be contingent upon each of the following:

13 (a) Entry by the Court of the Final Order and Judgment approving the
14 Settlement;

15 (b) The occurrence of the Effective Date; and

16 (c) The satisfaction of any other conditions set forth in this Agreement.

17 5. This Agreement, complete with its Exhibits and any subsequent
18 amendments thereto filed with the Court, sets forth the entire agreement among the
19 Parties with respect to its subject matter, and it may not be altered, amended, or
20 modified except by written instrument executed by Class Counsel and Defendant's
21 Counsel. The Parties expressly acknowledge that no other agreements, arrangements,
22 or understandings not expressed in this Agreement or the documents filed with the
23 Court exist among or between them, and that in deciding to enter into this Agreement,
24 they have relied solely upon their own judgment and knowledge. This Agreement
25 and the accompanying documents filed with the Court supersede any prior
26 agreements, understandings, or undertakings (written or oral) by and between the
27 Parties regarding the subject matter of this Agreement.

28

1 6. This Agreement and any amendments thereto, and any dispute arising
2 out of or related to this Agreement, shall be governed by and interpreted according to
3 the Federal Rules of Civil Procedure and applicable jurisprudence relating thereto,
4 and the laws of the State of California notwithstanding its conflict of law provisions.

5 7. Any disagreement and/or action to enforce this Agreement shall be
6 commenced and maintained only in the United States District Court for the Southern
7 District of California.

8 8. Whenever this Agreement requires or contemplates that one of the
9 Parties shall or may give notice to the other, notice shall be provided by e-mail and/or
10 next-day (excluding Saturdays, Sundays and federal holidays) express delivery
11 service as follows:

12 If to Defendant, then to:

13 JON P. KARDASSAKIS
14 DANIELLE E. STIERNA
15 LEWIS BRISBOIS BISGAARD & SMITH LLP
16 633 West 5th Street, Suite 4000
17 Los Angeles, CA 90071
18 Telephone: 213/250-1800
19 Jon.Kardassakis@lewisbrisbois.com
20 Danielle.Stierna@lewisbrisbois.com

21 HEIDI S. INMAN
22 LEWIS BRISBOIS BISGAARD & SMITH LLP
23 550 West C Street, Suite 1700
24 San Diego, CA 92101
25 619/233-1006
26 Heidi.Inman@lewisbrisbois.com

27 If to Plaintiffs, then to:

28 STUART A. DAVIDSON
 ROBBINS GELLER RUDMAN & DOWD LLP
 120 East Palmetto Park Road, Suite 500
 Boca Raton, FL 33432
 Telephone: 561/750-3000

1 561/750-3364 (fax)
2 sdavidson@rgrdlaw.com

3 WILLIAM B. FEDERMAN
4 A. BROOKE MURPHY
5 FEDERMAN & SHERWOOD
6 10205 N. Pennsylvania Avenue
7 Oklahoma City, OK 73120
8 Telephone: 405/235-1560
9 405/239-2112 (fax)
10 wbf@federmanlaw.com
11 abm@federmanlaw.com

12 9. All time periods in this Agreement shall be computed in calendar days
13 unless otherwise expressly provided. In computing any period of time in this
14 Agreement or by order of the Court, the day of the act or event shall not be included.
15 The last day of the period shall be included, unless it is a Saturday, a Sunday, or a
16 federal holiday, or, when the act to be done is the filing of a paper in court, a day on
17 which the Court is closed, in which case the period shall run until the end of the next
18 day that is not one of the aforementioned days. As used in this Agreement, “federal
19 holiday” includes holidays designated in Fed. R. Civ. P. 6(a) or by the clerk of the
20 Court.

21 10. The Parties reserve the right, subject to the Court’s approval, to agree to
22 any reasonable extensions of time that might be necessary to carry out any of the
23 provisions of this Agreement.

24 11. Plaintiffs, Class Counsel, Defendant, and Defendant’s Counsel shall not
25 be deemed to be the drafter of this Agreement or of any particular provision or the
26 Exhibits, nor shall they argue that any particular provision should be construed against
27 its drafter. All Parties agree that this Agreement and its Exhibits were drafted by
28 counsel for the Parties during extensive arm’s-length negotiations. No parole or other
evidence may be offered to explain, construe, contradict, or clarify the Agreement’s

1 terms, the intent of the Parties or their counsel, or the circumstances under which this
2 Agreement was made or executed.

3 12. The Parties expressly acknowledge and agree that this Agreement and its
4 Exhibits, along with all related drafts, motions, pleadings, conversations,
5 negotiations, related notes, and correspondence, constitute an offer of compromise
6 and a compromise within the meaning of Federal Rule of Evidence 408 and any
7 equivalent rule of evidence in any state or territory.

8 13. Plaintiffs expressly affirm that the allegations contained in each of their
9 Complaints were made in good faith, but consider it desirable for the Action to be
10 settled and dismissed only because of the substantial benefits that the Settlement will
11 provide to Settlement Class Members.

12 14. The Parties agree that, based on the publicly available information at the
13 time, the Action filed was filed in good faith and with an adequate basis in fact, was
14 not frivolous, and is being settled voluntarily by the Defendant after consultation with
15 competent legal counsel in an amount and in a fashion that reflects the merits of the
16 claims. The Parties agree that throughout the course of the Action, all Parties and
17 their counsel complied with the provisions of Federal Rule of Civil Procedure 11.

18 15. The Parties agree not to disparage each other regarding the Action or the
19 Settlement; provided, however, that discussing publicly available information shall
20 not constitute disparagement under this provision.

21 16. The Parties agree that the Agreement was reached voluntarily after
22 consultation with competent legal counsel.

23 17. Neither this Agreement, nor any act performed or document executed
24 pursuant to or in furtherance of this Agreement is or may be deemed to be or may be
25 used as an admission of, or evidence of, the validity of any of the Released Claims,
26 or of any wrongdoing or liability of Released Defendant or any Released Plaintiff or
27 Settlement Class Member; or is or may be deemed to be or may be used as an
28 admission of, or evidence of, any fault or omission of Released Defendant or any

1 Released Plaintiff or Settlement Class Member in any civil, criminal, regulatory, or
2 administrative proceeding in any court, administrative agency or other tribunal. Nor
3 shall this Agreement be deemed an admission by any Party as to the merits of any
4 claim or defense.

5 18. This Agreement shall be binding upon, and inure to the benefit of, the
6 successors, transferees, and assigns of Defendant, Plaintiffs, and Settlement Class
7 Members.

8 19. The Parties, their successors and assigns, and their counsel undertake to
9 implement the terms of this Agreement in good faith, and to use good faith in
10 resolving any disputes that may arise in the implementation of the terms of this
11 Agreement.

12 20. The waiver by one Party of any breach of this Agreement by another
13 Party shall not be deemed a waiver of any prior or subsequent breach of this
14 Agreement.

15 21. If one Party to this Agreement considers another Party to be in breach of
16 its obligations under this Agreement, that Party must provide the breaching Party with
17 written notice of the alleged breach and provide a reasonable opportunity to cure the
18 breach before taking any action to enforce any rights under this Agreement.

19 22. This Agreement may be signed with an electronic or facsimile signature
20 and in counterparts, each of which shall constitute a duplicate original.

21 23. In the event any one or more of the provisions contained in this
22 Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any
23 respect, such invalidity, illegality, or unenforceability shall not affect any other
24 provision if Defendant's Counsel and Class Counsel mutually agree in writing to
25 proceed as if such invalid, illegal, or unenforceable provision had never been included
26 in this Agreement. Any such agreement shall be reviewed and approved by the Court
27 before it becomes effective.

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DATED: January 24, 2022

ROBBINS GELLER RUDMAN
& DOWD LLP



STUART A. DAVIDSON

STUART A. DAVIDSON
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619/231-7423 (fax)
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FEDERMAN & SHERWOOD



WILLIAM B. FEDERMAN

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Interim Co-Lead Counsel for Plaintiffs

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cdukelow@abingtonlaw.com

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GREEN & NOBLIN, P.C.
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1122 Penn Ave, 5th Fl.
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412/231-0246 (fax)
kiverson@carlsonlynch.com

Interim Class Counsel for Plaintiffs

1 DATED: January 24, 2022

LEWIS BRISBOIS BISGAARD &
SMITH LLP

3
4 

5

JON P. KARDASSAKIS

6 JON P. KARDASSAKIS
7 DANIELLE E. STIERNA
8 633 West 5th Street, Suite 4000
9 Los Angeles, CA 90071
10 Telephone: 213/250-1800
11 213/250-7900 (fax)
12 Jon.Kardassakis@lewisbrisbois.com
13 Danielle.Stierna@lewisbrisbois.com

14 HEIDI S. INMAN
15 550 West C Street, Suite 1700
16 San Diego, CA 92101
17 619/233-1006
18 Heidi.Inman@lewisbrisbois.com

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28 Counsel for Defendant

EXHIBIT A

**MUST BE POSTMARKED
ON OR BEFORE
_____, 2022**

FOR OFFICIAL USE ONLY

*In re Solara Medical Supplies
Data Breach Litigation*
Case No. 3:19-cv-02284-H-KSC (S.D. Cal.)

CLAIM FORM

YOUR CLAIM MUST BE POSTMARKED ON OR BEFORE _____, 2022

Mail your claim to: Solara Data Breach Settlement
c/o XXXX
P.O. Box XXXX
XXXX, XX XXXXX

OR

Submit the Claim Form using the Settlement Administrator's website, www.XXX.com

Section A: Claimant Identification

Claimant's Name

Parent/Legal Guardian (if submitting on behalf of a minor child)

Agent/Legal Representative

City

State

Zip

Daytime Telephone Number

Email Address*

*By providing your email address, you authorize the Settlement Administrator to use it in providing you with information relevant to this claim.

Section B: Should I File a Claim Form?

In order to be eligible to file a Claim Form and receive a cash payment from the Settlement, you must be a person residing in the United States and its Territories who was sent a letter from Solara Medical Supplies, LLC on or about November 11, 2019, notifying you that your Protected Health Information and/or Personally Identifiable Information may have been compromised by a Security Breach that occurred between April 2, 2019 and June 20, 2019 ("Class Period").

Several groups are excluded from the Class and are not eligible to file a claim form and receive a cash payment from the Settlement, even if they otherwise meet the definition above. The following groups are excluded from Class:

- a. Defendant Solara Medical Supplies, LLC (“Defendant”), any parent, subsidiary, affiliate, or controlled person by Defendant, as well as the officers, directors, agents, and servants of Defendant, and the immediate family members of such persons;
- b. The presiding District Judge and Magistrate Judge in the Action, and their staff, and their immediate family members; and
- c. Any person who is otherwise in the Settlement Class but who timely and properly excludes themselves from the Settlement Class.

By checking this box, I confirm that I have read the definition of the Settlement Class and I am not excluded from participating in the Settlement.

Section C: Method of Distribution of Cash Payment

Please **check only one** of the boxes below to indicate what method you want to receive your cash payment from the Settlement and any supplemental cash payment that may be distributed.

<input type="checkbox"/>	Zelle	My Zelle telephone number is: (____) ____ - ____
<input type="checkbox"/>	Venmo	My Venmo telephone number is: (____) ____ - ____
<input type="checkbox"/>	Amazon Gift Card	My Amazon email address is: _____
<input type="checkbox"/>	Direct Bank Deposit	My bank account number is: _____ The bank’s routing number is: _____
<input type="checkbox"/>	Check	The check will be mailed to the address listed in Section A of this claim form

Section D: Note Regarding Documentation

You are not required to submit any documentation at the time you submit your claim. However, in the event the Settlement Administrator’s records do not identify you as a Settlement Class Member eligible to submit a Claim Form in connection with the Settlement, the Settlement Administrator may, in its sole discretion, ask for additional proof supporting your claim and/or your membership in the Settlement Class, including, but not limited to, a copy of the letter to you from Defendant notifying you that your Protected Health Information and/or Personally Identifiable Information may have been compromised by a Security Breach that occurred between April 2, 2019 and June 20, 2019.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information I have set forth above is true, correct and complete to the best of my knowledge. I certify that I am a Settlement Class Member or am the parent or legal guardian of a minor child who is Settlement Class Member. I further certify that I have not requested to opt out of the Settlement Class.

To the extent I have been given authority to submit this Claim Form by a Settlement Class Member on his or her behalf, and accordingly am submitting this Claim Form in the capacity of an Authorized Agent with authority to submit it by the Settlement Class Member identified on a separate sheet of paper submitted with this form, and to the extent I have been authorized to receive on behalf of this Settlement Class Member(s) any and all amounts that may be allocated to him or her from the Net Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Settlement Class Member. In the event amounts from the Settlement Fund are distributed to me and a Settlement Class Member later claims that I did not have the authority to claim and/or receive such amounts on his or her

behalf, I and/or my employer will hold the Settlement Class, counsel for the Settlement Class, and the Settlement Administrator harmless with respect to any claims made by the Settlement Class Member.

I hereby submit to the jurisdiction of the United States District Court for the Southern District of California for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____, 2022.

Signature

Print or Type Name

Mail the completed Claim Form postmarked on or before _____, 2022, along with proof of payment, if required, to the following address:

Solara Data Breach Settlement
c/o XXXX
P.O. Box XXXX
XXXX, XX XXXXX

Toll-Free Telephone: 1-XXX-XXX-XXXX

Website: www.XXX.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form.
2. Keep a copy of your Claim Form.
3. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Settlement Administrator via the Settlement website or U.S. Mail (the addresses are listed above).

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

In re Solara Medical Supplies Data Breach Litigation, Case No. 3:19-cv-02284-H-KSC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If Solara Medical Supplies, LLC notified you of a Data Breach that occurred between April 2, 2019 and June 20, 2019, you may be entitled to payment from a proposed class action settlement.

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

- There is a proposed Settlement of class action litigation that is pending in the United States District Court for the Southern District of California, *In re Solara Medical Supplies Data Breach Litigation*, Case No. 3:19-cv-02284-H-KSC, concerning a cyber-attack against Solara Medical Supplies, LLC (“Solara” or “Defendant”) whereby criminals accessed the Microsoft Office 365 accounts of certain Solara employees resulting in the potential compromise of personal information (the “Data Breach”).
- The Data Breach occurred between April 2, 2019 and June 20, 2019 (“Class Period”). Solara was the victim of a cyber-attack in which criminals may have gained unauthorized access to certain personal identifying information (“PII”) and protected health information (“PHI”) present in the accessed Solara employee email accounts. The lawsuit alleges that PII and PHI present in the accessed email accounts included names, addresses, dates of birth, medical information, billing information, and Social Security Numbers. Solara denies the claims in the lawsuit, including that any PII or PHI was accessed, and says it did nothing wrong.
- The Settlement includes all approximately 100,000 persons who Solara sent letters notifying them of the Data Breach. It specifically excludes: (i) Solara, its parent, subsidiary, affiliates, officers, directors, agents, and servants, as well as the immediate family members of such persons; (ii) all class members who timely and validly request exclusion from the class; and (iii) the judge and magistrate judge assigned to evaluate the fairness of this settlement.
- The Settlement provides cash payments to people who submit valid claims.
- If you are a Settlement Class Member, your legal rights are affected even if you do not act. Read this Notice carefully:

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE PROPOSED SETTLEMENT	
SUBMIT A CLAIM	The only way to get a payment. You must file a claim by _____.

ASK TO BE EXCLUDED	Get no payment. The only option that allows you to sue Solara over the claims resolved by this Settlement. You must request exclusion from the Settlement by _____.
OBJECT TO THE PROPOSED SETTLEMENT	Write to the Court about your opposition to the proposed Settlement. If you want to object to the Settlement, you must do so in writing by _____.
DO NOTHING	Get no payment. Give up your rights to sue Solara for the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

What This Notice Contains

[insert TOC]

Basic Information

1. Why Did I Get This Notice?

You received this Notice because you may have been identified as a potential Settlement Class Member, you are viewing this Notice at the Settlement website, or requested to receive a copy of this Notice.

2. What Is This Lawsuit About?

The lawsuit claims that Solara was responsible for the Data Breach that occurred, and asserts claims such as: negligence, breach of contract, unjust enrichment, violations of the consumer protection statutes, and violation of California’s Confidentiality of Medical Information Act (“CMIA”). The lawsuit seeks compensation for people whose PII and PHI was present in the email accounts that were accessed during the Data Breach.

Solara denies all of the Plaintiffs’ claims and says it did nothing wrong.

The Court has preliminarily approved this proposed Settlement and will hold a Fairness Hearing to decide whether to finally approve the proposed Settlement.

3. What Is A Class Action?

In a class action, one or more people called “class representatives” sue on behalf of all people who have similar claims. All of these people together are the “class” or “class members.” In this case, the class representatives are Juan Maldonado, Adam William Bickford, Jeffrey Harris, Alex Mercado, Thomas Wardrop, and Kristi Keally, as legal guardian of a minor child whose initials are M.K. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. How Do I Know If I Am A Part Of The Settlement Class?

You are included in the class if you reside in the United States or its Territories and were notified by Solara in November 2019 of the Data Breach that occurred between April 2, 2019 and June 20, 2019.

The Settlement excludes: (i) Solara, its parent, subsidiary, affiliates, officers, directors, agents, and servants, as well as the immediate family members of such persons; (ii) all class members who timely and validly request exclusion from the class; and (iii) the judge and magistrate judge assigned to evaluate the fairness of this Settlement.

As a Settlement Class Member, you will be bound by all proceedings, orders, and judgments entered in connection with the Settlement, including the release, covenant not to sue, and dismissal with prejudice described below.

Benefits Of The Proposed Settlement – What You May Get

5. What Does The Proposed Settlement Provide?

Cash Payments: The proposed Settlement provides for a cash payment of \$5,060,000 (“Settlement Amount”) to be paid by Solara and its insurer. The Settlement Amount, together with interest (“Settlement Fund”), will be used to pay notice and administration costs, Court-approved attorneys’ fees and expenses, Court-approved service awards for class representatives, and certain Settlement Fund taxes and tax expenses (the “Net Settlement Fund”). The Net Settlement Fund will be used to provide eligible Settlement Class Members with cash payments of \$100 each, subject to pro rata increase or reduction if appropriate.

Injunctive Relief: The proposed Settlement also provides a number of security commitments by Solara designed to prevent attacks similar to the Data Breach from occurring in the future. These commitments relate to, among other things, Solara’s processes and systems for detecting suspicious activity and system or network compromise, authenticating users, and responding to and containing a security incident. In addition, Solara will commit to obtaining certain outside assessments related to product security and vulnerability management controls. Solara shall, within ninety (90) calendar days after entry of the Judgment by the Court, formally adopt and implement these reforms (the “Injunction”). Solara acknowledges and agrees that the Injunction confers a material benefit to the Settlement Class and also acknowledges that this Action was a material and contributing factor in Solara’s approval, adoption, and implementation of these reforms.

6. What Happens If Money Remains In The Net Settlement Fund?

If after a reasonable period after the issuance of the cash payments to the Settlement Class, there is a balance in the Net Settlement Fund, those Settlement Class Members who timely submitted valid claims may receive additional amounts from the balance in the Net Settlement Fund, on a pro rata basis, such that the Settlement Class Member’s total payment from the Net Settlement Fund shall not exceed \$1,000.

If money remains in the Net Settlement Fund after all supplemental cash payments, the balance will be donated to the Juvenile Diabetes Research Foundation, a non-profit charitable organization working to find better treatments, preventions, and ultimately a cure for type 1 diabetes.

How To Get A Payment - Submitting A Claim Form

7. How Do I Submit A Claim Form And Get A Payment?

You must submit a Claim Form to receive a payment. Claim Forms are available and may be submitted online at [website] or by mail to Solara Data Breach Settlement c/o Claims Administrator, PO Box _____.

Be sure to complete the Claim Form in full and submit or mail it by **Month XX, 2022**.

8. When Would I Get My Payment?

The Court will hold a hearing on **Month XX, 2022**, to decide whether to approve the Settlement. If the Court approves the Settlement, and upon the expiration of time for the filing of any appeals, the Settlement payments will be distributed.

The claims administration process takes time. Please be patient.

9. What Am I Giving Up By Remaining In The Settlement?

If the proposed Settlement becomes final, you will give up your right to sue Solara for the claims being resolved by this Settlement. The specific claims you are giving up against Solara are described in Section XIV of the Settlement Agreement. You will be “releasing” Solara as described in Section XIV of the Settlement Agreement. The Settlement Agreement is available at [website]. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully.

Excluding Yourself From The Settlement

10. What If I Do Not Want To Be Part Of The Settlement?

To exclude yourself or “opt out” from the Settlement, you must personally sign and submit a written request to opt out stating “I wish to exclude myself from the Settlement Class in *In re Solara Data Breach Litigation*” to the Settlement Administrator on or before **Month XX, 2022**. Your exclusion request must also include: (a) your printed name, address, and telephone number; (b) a statement that you are a Settlement Class Member; and (c) an explanation of the basis for why you are included in the Settlement Class. You must mail your written request for exclusion to Solara Data Breach Settlement c/o Claims Administrator, PO Box _____.

11. If I Exclude Myself, Can I Still Get A Refund From The Proposed Settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement Class in this proposed Settlement. You can get a payment only if you stay in the

Settlement Class and timely submit a valid Claim Form, as described above.

12. If I Do Not Exclude Myself, Can I Sue Solara For The Claims Released by This Settlement?

No. Unless you exclude yourself from the proposed Settlement, you are giving up the right to sue Solara for the claims that this Settlement resolves.

Objecting To The Proposed Settlement

13. How Do I Tell The Court I Do Not Like The Proposed Settlement?

If you are a Settlement Class Member and have not submitted a request to exclude yourself from the Settlement Class, you can object to the proposed Settlement if you do not like any part of it. The Court will consider your views.

To object, you must file with the Court a written statement of objection. Your written statement must include a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority you wish to bring to the Court's attention. The written statement also must include: (a) your printed name, address, and telephone number; (b) the basis of your inclusion in the Settlement Class; (c) any other supporting papers, materials, or briefs you wish the Court to consider when reviewing the objection; and (d) a list of all state or federal court cases in which you (and/or your lawyer, if represented by counsel) have objected to a proposed class-action settlement. Your objection must be mailed to the Clerk of the Court for the United States District Court for the Southern District of California, and is due by **Month XX, 2022**. You must also mail a copy of your objection on or before that same date to: Stuart A. Davidson, Robbins Geller Rudman & Dowd LLP, 120 East Palmetto Park Road, Suite 500, Boca Raton, FL 33432; William B. Federman, Federman & Sherwood, 10205 N. Pennsylvania Avenue, Oklahoma City, OK 73120; and Jon P. Kardassakis, Lewis Brisbois Bisgaard & Smith LLP, 633 West 5th Street, Suite 4000, Los Angeles, CA 90071.

If you or your lawyer wish to appear at the Fairness Hearing, you must file an appearance with the Court by **Month XX, 2022**.

14. What Is The Difference Between Objecting To The Proposed Settlement And Asking To Be Excluded From It?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you cannot object or receive any payment under the Settlement.

The Lawyers Representing You

15. Who Are The Attorneys Appointed To Represent The Settlement Class?

The Court appointed Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP and William B. Federman of Federman & Sherwood as “Co-Lead Class Counsel” to represent you and all class members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Lawyers Be Paid?

Class Counsel will apply to the Court for an award of attorneys’ fees of up to \$2,300,000 and expenses in an amount not to exceed \$350,000, plus interest thereon, and Service Awards in an amount not to exceed \$4,000 for each of the named plaintiffs for their time and service to the Settlement Class. Any award of attorneys’ fees, expenses, and Service Awards must be approved by the Court. If approved, these awards will be paid from the Settlement Fund, and will be paid before cash payments are distributed.

The Court’s Fairness Hearing

17. When And Where Will The Court Decide On Whether To Grant Final Approval Of The Proposed Settlement?

The Court will hold a Fairness Hearing on **Month XX, 2022**, before the Honorable Marilyn L. Huff at the U.S. District Court for the Southern District of California, Courtroom ____, 333 West Broadway, San Diego, CA 92101, to decide whether to grant or deny final approval of the proposed Settlement.

18. Do I Have To Come To The Fairness Hearing?

No. Class Counsel will answer any questions the Court may have about the proposed Settlement. However, you are welcome to come to the hearing at your own expense. If you submitted an objection, you do not have to appear in Court to talk about it. As long as you mailed your written objection on time, signed it, and provided all of the required information (see Question 13) the Court will consider it. If, however, you would also like to attend and speak at the hearing, you must state your intention to do so as part of your objection, as discussed in Question 13.

Getting More Information

19. How Do I Get More Information?

Contact the Settlement Administrator. Go to [website], call 1-XXX-XXX-XXXX, or write to [Settlement Administrator address].

PLEASE DO NOT CONTACT THE JUDGE, THE COURT, THE DEFENDANT, OR DEFENDANT’S COUNSEL REGARDING THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR COMMENT ON THE SETTLEMENT OR LAWSUIT.

Dated: _____

**BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

EXHIBIT C

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re SOLARA MEDICAL SUPPLIES)
DATA BREACH LITIGATION)

Case No. 3:19-cv-02284-H-KSC
CLASS ACTION

This Document Relates To:)
ALL ACTIONS.)

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT

1 WHEREAS, the action captioned *In re Solara Medical Supplies Data Breach*
2 *Litigation*, Case No. 3:19-cv-02284-H-KSC (the “Action”) is pending before the
3 Court; and

4 WHEREAS, the parties to the Action have applied pursuant to Rule 23 of the
5 Federal Rules of Civil Procedure for final approval of the proposed settlement (the
6 “Settlement”) in accordance with the Stipulation and Agreement of Class Action
7 Settlement entered into by the Parties on January __, 2022 (the “Agreement”), a copy
8 of which was filed with the Court on _____, 2022 (ECF No. ____), and have
9 consented to the entry of this Final Order and Judgment;

10 WHEREAS, pursuant to the Court’s Order of _____, 2022 (the “Notice
11 Order”), this Court held a hearing on _____, 2022 (the “Fairness Hearing”), on
12 the Agreement in the Action;

13 WHEREAS, due notice of the Fairness Hearing was given to the Settlement
14 Class, as defined, in accordance with the Notice Order, and such notice was adequate
15 and sufficient;

16 WHEREAS, the Parties to the Action appeared at the Fairness Hearing by
17 their respective attorneys of record and were heard in support of the Settlement of
18 the Action and all other persons desiring to be heard who properly and timely filed
19 and served objections and/or notices of intent to appear were given an opportunity
20 to be heard as provided in the Notices;

21 WHEREAS, the Court having considered the Settlement, having reviewed the
22 Agreement, its Exhibits, and other submissions of the parties, having considered all
23 of the files, records, and pleadings in this Action, and being otherwise fully advised,
24 and good cause appearing therefor:

25 **NOW, THEREFORE, IT IS HEREBY ORDERED** as follows:

26 1. The capitalized terms used in this Order shall have the same meanings
27 as defined in the Agreement unless otherwise specified or defined in this Final Order
28 and Judgment.

1 2. The Court has jurisdiction over the subject matter of this Action and
2 has determined that it has jurisdiction over all Parties to the Action as set forth in
3 prior filings, including all Settlement Class Members who did not timely exclude
4 themselves from the Settlement Class. The list of excluded Class Members is
5 attached as **Exhibit A**.

6 3. For purposes of the Settlement only, the Court finally certifies the
7 Settlement Class, which consists of all Persons in the United States and its Territories
8 who were sent a letter from Solara notifying them that their Protected Health
9 Information and/or Personally Identifiable Information may have been compromised
10 by the Security Breach that occurred during the Class Period. The following are
11 excluded from the Settlement Class: (a) Defendant, any parent, subsidiary, affiliate,
12 or controlled Person by Defendant, as well as the officers, directors, agents, and
13 servants of Defendant, and the immediate family members of such persons; (b) the
14 presiding District Judge and Magistrate Judge in the Action, and their staff, and their
15 immediate family members; and (c) all those otherwise in the Settlement Class who
16 timely and properly excluded themselves from the Settlement Class as provided in
17 the Agreement and the Notice Order.

18 4. All Persons who satisfy the Settlement Class definition above, except
19 those Settlement Class Members who timely and validly excluded themselves from
20 the Settlement Class, are Settlement Class Members bound by this Final Order and
21 Judgment.

22 5. The Court concludes that the requirements of Federal Rule of Civil
23 Procedure 23 have been satisfied. Specifically, the Court finds that: (a) the
24 Settlement Class is so numerous that joinder of all members is impracticable;
25 (b) there are questions of law and fact common to the Settlement Class, and such
26 questions predominate over any questions affecting only individual members; (c) the
27 claims of Plaintiffs as representative plaintiffs are typical of the claims of the
28 Settlement Class; (d) Plaintiffs and Class Counsel have fairly and adequately

1 protected and represented the interests of the Settlement Class; and (e) a settlement
2 class is superior to other available methods for fairly and efficiently adjudicating the
3 claims and disputes at issue in this Action.

4 6. The Court finally appoints Plaintiffs Juan Maldonado, Adam William
5 Bickford, Jeffrey Harris, Alex Mercado, Thomas Wardrop, and Kristi Keally, as
6 legal guardian of a minor child whose initials are M.K as the Settlement Class
7 representatives; Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP and
8 William B. Federman of Federman & Sherwood as Co-Lead Class Counsel; and
9 Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP, William B. Federman
10 of Federman & Sherwood, Kelly V. Iverson of Lynch Carpenter LLP, Robert Green
11 of Green & Noblin P.C., and Cornelius P. Dukelow of Abington Cole + Ellery as
12 Class Counsel.

13 7. The Parties complied in all material respects with the Notice Plan set
14 forth in the Agreement. The Court finds and determines that dissemination and
15 publication of the Notices as set forth in the Notice Plan in the Agreement constituted
16 the best notice practicable under the circumstances, constituted due and sufficient
17 notice of the Settlement and the matters set forth in the Notices to all persons entitled
18 to receive notice, and fully satisfied the requirements of due process and of Federal
19 Rule of Civil Procedure 23. Defendants further caused to be served on the United
20 States Attorney General and all State Attorneys General notice pursuant to the Class
21 Action Fairness Act of 2005, 28 U.S.C. §1715, *et seq.* (“CAFA”), and the form and
22 manner of that notice is hereby determined to be in full compliance with CAFA.

23 8. The Court has determined that full opportunity has been given to
24 Settlement Class Members to opt out of the Settlement, to object to the terms of the
25 Settlement, any award of Attorneys’ Fees and Expenses to Class Counsel, or any
26 Service Award to Plaintiffs, or otherwise to be heard at the Fairness Hearing.

27 9. The Court has considered all submissions and arguments made at the
28 Fairness Hearing and finds that the Settlement is fair, reasonable, adequate, and in

1 the best interests of the Settlement Class. The Court therefore finally approves the
2 Settlement for all the reasons set forth in the Plaintiffs’ motion for final approval of
3 the Settlement (ECF No. ___). The Court has duly considered all timely and valid
4 objections to the Settlement (ECF Nos. ___) and overrules each of them in their
5 entirety.

6 10. The Action, the claims asserted in the Action, and Plaintiffs’ Released
7 Claims (as defined below) are hereby dismissed with prejudice as to Released
8 Defendant.

9 11. As of the Effective Date, any and all claims and causes of action of
10 every nature and description, whether known or unknown, whether arising under
11 federal, state, common, or foreign law, based in law or equity, arising from or which
12 are related in any way to the claims that have been brought or could have been
13 brought against the Released Defendant (defined below) in the Action (“Plaintiffs’
14 Released Claims”) are released, fully discharged, waived, and finally terminated as
15 against Released Defendant. This release shall include the release of Unknown
16 Claims (as defined below). For avoidance of doubt, Plaintiffs’ Released Claims shall
17 not include the right to enforce the terms of the Settlement or the Agreement, Notice
18 Order, this Final Order and Judgment, and other orders or judgments issued by the
19 Court relating to Notice or the Settlement.

20 12. “Released Defendant” means the Defendant, Defendant’s Counsel and,
21 to the fullest extent permissible under law, each of their respective current and
22 former officers and directors, or any assignee, successor, predecessor, direct or
23 indirect subsidiary, direct or indirect parent company, divisions, affiliates, attorneys,
24 employees, agents, insurers, or underwriters.

25 13. “Releasing Plaintiffs and Settlement Class Members” means every
26 current and former plaintiff and each Settlement Class Member, in their individual
27 or representative capacities, and Class Counsel, and their respective heirs, agents,
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1 attorneys, trusts, executors, estates, assigns, representatives, spouses, family
2 members, or anyone claiming injury on their behalf.

3 14. “Unknown Claims” means any of Plaintiffs’ Released Claims that any
4 Releasing Plaintiff or Settlement Class Member does not know or suspect to exist in
5 his or her favor at the time of the release, which, if known by him or her, might have
6 affected his or her settlement with and release of the Released Defendant, or might
7 have affected his or her decision not to object to this Settlement or seek exclusion
8 from this Settlement. With respect to any and all Plaintiffs’ Released Claims, the
9 Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly
10 waive and relinquish and each of the Settlement Class Members shall be deemed to
11 have, and by operation of this Final Order and Judgment shall have, expressly
12 waived and relinquished, to the fullest extent permitted by law, the provisions, rights,
13 and benefits of any state, federal or foreign law or principle of common law, which
14 may have the effect of limiting the release set forth in this Order. This includes a
15 waiver by the Releasing Plaintiffs and Settlement Class Members of any rights
16 pursuant to section 1542 of the California Civil Code (or any similar, comparable,
17 or equivalent provision of any federal, state, or foreign law, or principle of common
18 law), which provides:

19 *A general release does not extend to claims that the creditor or*
20 *releasing party does not know or suspect to exist in his or her favor at*
21 *the time of executing the release and that, if known by him or her,*
22 *would have materially affected his or her settlement with the debtor*
23 *or released party.*

24 Releasing Plaintiffs and Settlement Class Members may hereafter discover facts in
25 addition to or different from those which he, she or it now knows or believes to be
26 true with respect to the subject matter of the Plaintiffs’ Released Claims, but
27 Plaintiffs shall expressly settle and release and each Settlement Class Member, upon
28 the Effective Date, shall be deemed to have, and by operation of this Final Order and
Judgment shall have, fully, finally, and forever settled and released any and all

1 Plaintiffs' Released Claims, without regard to the subsequent discovery or existence
2 of such different or additional facts. Plaintiffs acknowledge, and the Settlement
3 Class Members shall be deemed by operation of this Final Order and Judgment to
4 have acknowledged, that the foregoing waiver was separately bargained for and a
5 key element of the Settlement of which this Release is a part.

6 15. Upon the Effective Date, the Agreement shall be the sole and exclusive
7 remedy for any and all of Plaintiffs' Released Claims, including Unknown Claims,
8 by any and all of Releasing Plaintiffs and Settlement Class Members against any and
9 all Released Defendants. No Released Defendant shall be subject to liability of any
10 kind to any Releasing Plaintiff or Settlement Class Member with respect to any of
11 Plaintiffs' Released Claims. Upon the Effective Date, and subject to fulfillment of
12 all of the terms of the Agreement, each and every Releasing Plaintiff and Settlement
13 Class Member shall be permanently barred and enjoined from initiating, asserting
14 and/or prosecuting any of Plaintiffs' Released Claim, including any Unknown
15 Claim, against the Released Defendant in any court or any forum.

16 16. On the Effective Date, the Released Defendant shall release, discharge,
17 and waive any and all claims (including Defendant's Unknown Claims) related to
18 the institution, prosecution, or settlement of the Action other than to enforce the
19 terms of the Settlement or the Agreement, Notice Order, this Final Order and
20 Judgment, and other orders or judgments issued by the Court relating to Notice or
21 the Settlement ("Defendant's Released Claims"), against every current and former
22 plaintiff, each Settlement Class Member, and Class Counsel ("Released Plaintiffs
23 and Settlement Class Members"). "Defendant's Unknown Claims" means any of
24 Defendant's Released Claims that Released Defendant does not know or suspect to
25 exist in its favor at the time of the release, which, if known by it, might have affected
26 its decision to settle with and release the Defendant's Released Claims against the
27 Released Plaintiffs and Settlement Class Members. Released Defendant
28 acknowledges that they have been informed by Defendant's Counsel of section 1542

1 of the California Civil Code and expressly waive and relinquish any rights or
2 benefits available to them under it and any similar state statute.

3 17. Plaintiffs and all Settlement Class Members, and any of them, are
4 barred and enjoined from initiating, asserting and/or prosecuting, in any capacity,
5 any of Plaintiffs' Released Claims, including any Unknown Claim, against Released
6 Defendant in any court or any forum.

7 18. The effectiveness of this Final Order and Judgment and the obligations
8 of Plaintiffs, Class Counsel, the Settlement Class, and Defendant under the
9 Settlement shall not be conditioned upon or subject to the resolution of any appeal
10 that concerns only the award of Attorneys' Fees and Expenses or any Service Award
11 (at all or in any particular amount) or the procedures for determining Settlement
12 Class Members' claims in a manner that does not otherwise impact the validity or
13 finality of the Settlement.

14 19. The Court further orders, adjudges, and decrees that all other relief be,
15 and is hereby, denied, and that this Final Order and Judgment disposes of all the
16 claims that were or could have been brought as to all the Parties in the Action.

17 20. Without affecting the finality of this Final Order and Judgment, the
18 Court hereby retains and reserves jurisdiction to resolve any dispute that may arise
19 regarding the Agreement, the Settlement, or in relation to the Action, including any
20 dispute regarding validity, performance, interpretation, administration, enforcement,
21 enforceability, or termination of the Agreement and the Settlement.

22 21. Neither the Agreement, nor any act performed or document executed
23 pursuant to or in furtherance of the Agreement is or may be deemed to be or may be
24 used as an admission of, or evidence of, the validity of any of the Released Claims,
25 or of any wrongdoing or liability of Released Defendant or any Released Plaintiff or
26 Settlement Class Member or is or may be deemed to be or may be used as an
27 admission of, or evidence of, any fault or omission of Released Defendant or any
28 Released Plaintiff or Settlement Class Member in any civil, criminal, regulatory, or

1 administrative proceeding in any court, administrative agency or other tribunal. Nor
2 shall the Agreement be deemed an admission by any Party as to the merits of any
3 claim or defense.

4 22. In the event that this judgment does not become “effective” or “final”
5 as defined in the Agreement, then the judgment shall be rendered null and void to
6 the extent provided by and in accordance with the Settlement, and this Final Order
7 and Judgment shall be vacated. In such event, all orders entered in connection with
8 the Settlement shall be null and void, and the Settlement Class shall be decertified.
9 In such event, the Action shall return to its status prior to execution of the term sheet.

10 23. All Parties and their respective counsel in the Action complied with the
11 provisions of Federal Rule of Civil Procedure 11 in prosecuting or defending the
12 Action.

13 24. The Parties to the Agreement are hereby authorized and directed to
14 comply with and to consummate the Settlement in accordance with its terms.
15 Without further order of the Court, the Parties may agree to modification of the
16 Agreement, including, without limitation, extensions of time and other terms relating
17 to the processing of Claim Forms and distribution of cash payments or supplemental
18 cash payments, if any, if such changes are consistent with this Final Order and
19 Judgment and do not materially limit the rights of Settlement Class Members.

20 25. There is no just reason for delay in the entry of this Final Order and
21 Judgment, and the Clerk is directed to enter and docket this Final Order and
22 Judgment in the Action.

23 IT IS SO ORDERED.

24 DATED: _____

THE HONORABLE MARILYN L. HUFF
UNITED STATES DISTRICT JUDGE

EXHIBIT D

If Solara Medical Supplies, LLC notified you of a Data Breach that occurred between April 2, 2019 and June 20, 2019, you may be entitled to payment from a proposed class action Settlement.

A Settlement has been reached in a class-action lawsuit concerning a cyber-attack against Solara Medical Supplies, LLC (“Solara”) whereby criminals accessed the Microsoft Office 365 accounts of certain Solara employees resulting in the potential compromise of personal information (the “Data Breach”). The Data Breach happened between April 2, 2019 and June 20, 2019. The lawsuit alleges that the Data Breach potentially exposed certain personal identifying information (“PII”) and protected health information (“PHI”) present in the accessed email accounts. The lawsuit alleges that PII and PHI present in the accessed email accounts included names, addresses, dates of birth, medical information, billing information, and Social Security Numbers. Solara denies the claims in the lawsuit, including that any PII or PHI was accessed, and says it did nothing wrong.

Who is included? Solara’s records show you are a likely member of the Settlement Class. The Settlement class includes all persons who were sent notification by Solara that their PII or PHI may have been exposed in the Data Breach.

What are the Settlement benefits? The Settlement provides cash payments of \$100, subject to pro rata increase or reduction if appropriate, to people who submit valid claims. The Settlement also provides for a number of security commitments by Solara designed to prevent attacks similar to the Data Breach from occurring in the future. Please visit the Settlement website or call the toll-free number below for complete benefit details.

What are my options? To receive payment under the Settlement, you must submit a claim online at [WEBSITE] or by mail to Solara Data Breach Settlement c/o Claims Administrator, PO Box _____ . The claim deadline is [Month, day, year]. If you do nothing, you will not be eligible for payment under the Settlement, and you will give up your rights to sue Solara for the claims resolved by this Settlement.

If you do not want to participate in the Settlement, you must exclude yourself by [Month Day Year]. If you exclude yourself from the Settlement, you give up your right to payment under the Settlement.

If you want to object to the Settlement, you must do so in writing by [Month, Day, Year].

On [Month, day, year], the Court will hold a Fairness Hearing to determine whether to approve the Settlement. The Court will also consider class counsel’s request for an award of attorneys’ fees of no more than \$2,300,000 and expenses in an amount not to exceed \$350,000, plus interest thereon, as well as Service Awards in an amount not to exceed \$4,000 for each of the named plaintiffs. The motion for Settlement approval and motion for attorneys’ fees will be posted on the Settlement website after they are filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to.

This is only a summary of the Settlement. Detailed information concerning benefits, how to file a claim or how to object is available at the website [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or by calling toll-free at 1-xxx-xxx-xxxx.

EXHIBIT E

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re SOLARA MEDICAL SUPPLIES)
DATA BREACH LITIGATION)

Case No. 3:19-cv-02284-H-KSC
CLASS ACTION

This Document Relates To:
ALL ACTIONS.

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT
AND DIRECTING NOTICE TO
SETTLEMENT CLASS

1 WHEREAS, the action captioned *In re Solara Medical Supplies Data Breach*
2 *Litigation*, Case No. 3:19-cv-02284-H-KSC (the “Action”) is pending before the
3 Court; and

4 WHEREAS, the Parties to the Action have applied pursuant to Rule 23 of the
5 Federal Rules of Civil Procedure for preliminary approval of the proposed settlement
6 (the “Settlement”) and to direct Notice of the proposed Settlement to the Settlement
7 Class, in accordance with the Stipulation and Agreement of Class Action Settlement
8 entered into by the Parties on January __, 2022 (the “Agreement”), a copy of which
9 was filed with the Court on January __, 2022, ECF No. __, and have consented to
10 the entry of this Notice Order; and

11 WHEREAS, the Parties’ Agreement attaches thereto a proposed Long Notice
12 and a proposed Short Notice as Exhibits B and D, respectively; and

13 WHEREAS, the Court having reviewed the Agreement, its Exhibits, and other
14 submissions of the Parties, having considered all of the files, records, and pleadings
15 in this Action, and being otherwise fully advised, and good cause appearing therefor.

16 NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

17 1. The capitalized terms used in this Notice Order shall have the same
18 meanings as defined in the Agreement unless otherwise specified or defined in this
19 Order.

20 2. For purposes of the Settlement only, the Court certifies the Settlement
21 Class, which consists of all Persons in the United States and its Territories who were
22 sent a letter from Solara notifying them that their Protected Health Information
23 and/or Personally Identifiable Information may have been compromised by the
24 Security Breach that occurred during the Class Period. The following are excluded
25 from the Settlement Class: (a) Defendant, any parent, subsidiary, affiliate, or
26 controlled Person by Defendant, as well as the officers, directors, agents, and
27 servants of Defendant, and the immediate family members of such persons; (b) the
28 presiding District Judge and Magistrate Judge in the Action, and their staff, and their

1 immediate family members; and (c) all those otherwise in the Settlement Class who
2 timely and properly exclude themselves from the Settlement Class as provided in the
3 Agreement and this Notice Order.

4 3. The Court preliminarily concludes that the requirements of Federal
5 Rule of Civil Procedure 23 have been satisfied. Specifically, the Court finds that:
6 (a) the Settlement Class is so numerous that joinder of all members is impracticable;
7 (b) there are questions of law and fact common to the Settlement Class, and such
8 questions predominate over any questions affecting only individual members; (c) the
9 claims of Plaintiffs as representative plaintiffs are typical of the claims of the
10 Settlement Class; (d) Plaintiffs and Class Counsel have fairly and adequately
11 protected and represented the interests of the Settlement Class; and (e) a settlement
12 class is superior to other available methods for fairly and efficiently adjudicating the
13 claims and disputes at issue in this Action. Defendant retains all rights to challenge
14 whether the Action may proceed as a class action, except for settlement purposes
15 only.

16 4. The Court hereby appoints Plaintiffs Juan Maldonado, Adam William
17 Bickford, Jeffrey Harris, Alex Mercado, Thomas Wardrop, and Kristi Keally, as
18 legal guardian of a minor child whose initials are M.K as the Settlement Class
19 representatives; Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP and
20 William B. Federman of Federman & Sherwood as Co-Lead Class Counsel; and
21 Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP, William B. Federman
22 of Federman & Sherwood, Kelly V. Iverson of Lynch Carpenter LLP, Robert Green
23 of Green & Noblin P.C., and Cornelius P. Dukelow of Abington Cole + Ellery as
24 Class Counsel.

25 5. The Court preliminarily approves the Settlement set forth in the
26 Agreement as fair, reasonable, adequate, and in the best interests of the Settlement
27 Class.

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1 6. A hearing (the “Fairness Hearing”) shall be held on
2 _____, 2022 [*at least 90 days from the date of entry of this Notice*
3 *Order*] at _____ a.m./p.m. in Courtroom ____ of the United States District Court for
4 the Southern District of California, at the James M. Carter and Judith N. Keep United
5 States Courthouse, 333 West Broadway, San Diego, California 92101, to determine:
6 (a) whether the Settlement Class should be finally certified; (b) whether the
7 Settlement set forth in the Agreement should be finally approved as fair, reasonable,
8 adequate, and in the best interests of the Settlement Class; (c) whether a final
9 judgment should be entered dismissing the claims of the Plaintiffs and the Settlement
10 Class Members with prejudice, as required by the Agreement and releasing claims
11 as required by the Agreement; (d) whether and, if so, in what amount to award
12 Attorneys’ Fees and Expenses to Class Counsel pursuant to the fee application to be
13 filed as referenced in this Notice Order; (e) whether and, if so, in what amount to
14 award Service Awards to Plaintiffs in recognition of their time and service to the
15 Settlement Class pursuant to the application to be filed as referenced in this Notice
16 Order; and (f) any objections to the Settlement, the application for Attorneys’ Fees
17 and Expenses, and/or the application for Service Awards.

18 7. All papers in support of final approval of the Settlement shall be filed
19 with the Court and served upon all counsel of record by _____, 2022
20 [*35 days before the Fairness Hearing*]. Co-Lead Class Counsel shall file with the
21 Court and serve upon all counsel of record any application, and all papers in support
22 of any such application, for an award of Attorneys’ Fees and Expenses and/or for
23 Service Awards for Plaintiffs by _____, 2022 [*35 days before the*
24 *Fairness Hearing*]. Any reply papers shall be filed with the Court and served upon
25 all counsel of record by _____, 2022 [*7 days before the Fairness*
26 *Hearing*].

27 8. Having reviewed the form and content of the proposed forms of the
28 Long Notice and the Short Notice (“Notices”) submitted by the Parties as Exhibits

1 B and D to the Agreement, respectively, the Court hereby approves such Notices.
2 The Parties shall have discretion to jointly make minor non-material revisions to the
3 Notices before emailing, mailing, and/or publishing them on the Settlement website.

4 9. The Court finds and determines that dissemination and publication of
5 the Notices as set forth in the Notice Plan in the Agreement constitutes the best notice
6 practicable under the circumstances, constitutes due and sufficient notice of the
7 Settlement and the matters set forth in the Notices to all persons entitled to receive
8 notice, and fully satisfies the requirements of due process and of Federal Rule of
9 Civil Procedure 23.

10 10. KCC Class Action Services LLC is hereby appointed as the Settlement
11 Administrator, to implement and administer the Notice Plan and the Settlement,
12 including the claims process as described in the Agreement, subject to the oversight
13 of Class Counsel and this Court.

14 11. The Court directs the Settlement Administrator to review Defendant's
15 records and other information provided by Class Counsel and Defendant's Counsel
16 to identify Settlement Class Members per the terms of the Parties' Agreement. The
17 Settlement Administrator shall keep and maintain Settlement Class Member contact
18 information as confidential and shall use such information only for purposes of the
19 Settlement.

20 12. The Court directs the Settlement Administrator to commence
21 dissemination of the Long Notice and Short Notice, as set forth in the Agreement,
22 within twenty-one (21) calendar days after entry of this Notice Order. In addition,
23 the Court directs the Settlement Administrator: (a) to establish a Settlement website
24 and post to it the Long Notice, Short Notice, and Claim Form, as well as other
25 important documents and deadlines in consultation with Co-Lead Class Counsel and
26 Defendant's Counsel; (b) to establish a post-office box for the receipt of any
27 Settlement-related correspondence; (c) to establish a toll-free telephone number that
28 will provide automated Settlement-related information to Settlement Class

1 Members; (d) to respond to inquiries or requests from Settlement Class Members in
2 consultation with Co-Lead Class Counsel; and (e) to respond to inquiries or requests
3 from Co-Lead Class Counsel, Defendant’s Counsel, and the Court. The Settlement
4 Administrator and the Parties shall promptly send copies of any requests for
5 exclusion, objections, and related correspondence to each other.

6 13. By _____, 2022 [*7 days before the Fairness Hearing*], Co-
7 Lead Class Counsel shall file with the Court the details outlining the scope, method,
8 and results of the Notice Plan.

9 14. Not later than ten (10) calendar days after the filing of the Agreement
10 with the Court, the Settlement Administrator, on Defendant’s behalf and at
11 Defendant’s sole expense, shall serve, or cause to be served, notice of the proposed
12 Settlement upon the appropriate federal and state officials in compliance with the
13 requirements of the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* (“CAFA”).
14 By _____, 2022 [*7 days before the Fairness Hearing*], Defendant’s Counsel
15 shall serve, or cause to be served, on Co-Lead Class Counsel and filed with the Court
16 proof, by affidavit or declaration, regarding compliance with CAFA §1715(b).

17 15. The Court approves the Claim Form submitted by the Parties as
18 Exhibit __ to the Agreement. The Parties shall have discretion to jointly make minor
19 non-material revisions to the Claim Form prior to distributing it to the Settlement
20 Class.

21 16. Any Settlement Class Member who wishes to request cash payments
22 from the Net Settlement Fund shall submit a Claim Form to the Settlement
23 Administrator via the Settlement website or by regular, first-class mail by
24 _____, 2022 [*90 days after the Notice Date (which is 21 days after*
25 *entry of this Order)*].

26 17. Any and all cash payments and supplemental cash payments (if any)
27 shall be issued to Settlement Class Members in accordance with the procedures set
28 forth in the Agreement.

1 18. Any Settlement Class Member who intends to object to the fairness of
2 the Settlement, Co-Lead Class Counsel’s request for Attorneys’ Fees and Expenses,
3 Plaintiffs’ request for Service Awards, or any other aspect of the Settlement must
4 serve and file a written objection explaining why he or she believes the Settlement
5 should not be approved by the Court as fair, reasonable, and adequate. The written
6 statement of the objection must include a detailed statement of the Settlement Class
7 Member’s objection(s), as well as the specific reasons, if any, for each such
8 objection, including any evidence and legal authority the Settlement Class Member
9 wishes to bring to the Court’s attention. That written statement also must contain
10 the Settlement Class Member’s printed name, address, telephone number, and the
11 basis of the Settlement Class Member’s inclusion in the Settlement Class, any other
12 supporting papers, materials, or briefs the Settlement Class Member wishes the
13 Court to consider when reviewing the objection, and a list of all state or federal court
14 cases in which the Settlement Class Member (and/or his or her lawyer, if represented
15 by counsel) has objected to a proposed class-action settlement. A Settlement Class
16 Member may object on his or her own behalf or through a lawyer hired at that
17 Settlement Class Member’s own expense, provided the Settlement Class Member
18 has not submitted a written request to opt out, as set forth in this Notice Order. The
19 objection must state whether it applies only to the objector, to a specific subset of
20 the Settlement Class, or to the entire Settlement Class, and must state with specificity
21 the grounds for the objection.

22 19. A Settlement Class Member seeking to make an appearance at the
23 Fairness Hearing must file with the Court, by _____, 2022 [**21 days**
24 ***before the Fairness Hearing***], written notice of his or her intent to appear at the
25 Fairness Hearing. Lawyers asserting objections on behalf of Settlement Class
26 Members also must file a notice of appearance with the Court by _____,
27 2022 [**21 days before the Fairness Hearing**]. Any Person filing an objection shall,
28 by doing so, submit himself or herself to the exclusive jurisdiction and venue of the

1 Court, and shall agree to be subject to discovery by the Parties with respect to both
2 the objection and any objections to other class-action settlements lodged by the
3 objector and/or his or her counsel, if applicable.

4 20. Any notice of intention to appear and objection must be addressed to
5 the Clerk of Court; must refer to the action *In re Solara Medical Supplies Data*
6 *Breach Litigation*, Case No. 3:19-cv-02284-H-KSC, and must be filed with, and
7 received by, the Clerk of Court by _____, 2022 [**21 days before the**
8 ***Fairness Hearing***], by hand delivery or first-class mail, postage prepaid, at:

9 Clerk of Court
10 U.S. District Court for the
11 Southern District of California
12 James M. Carter and Judith N. Keep
13 United States Courthouse
14 333 West Broadway
15 San Diego, California 92101

13 Copies of any such submission and all included materials also must be served upon
14 the following counsel by hand delivery or first-class mail, postage prepaid, on or
15 before that same date:

16 Stuart A. Davidson
17 ROBBINS GELLER RUDMAN
& DOWD LLP
18 120 East Palmetto Park Road
Suite 500
Boca Raton, FL 33432

Jon P. Kardassakis
LEWIS BRISBOIS BISGAARD
& SMITH LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

19 William B. Federman
20 FEDERMAN & SHERWOOD
21 10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

*Counsel for Defendant Solara
Medical Supplies, LLC*

22 *Co-Lead Class Counsel*

23 21. No Person shall be entitled to object to the Settlement, to the final
24 judgment to be entered in this Action, to any award of Attorneys' Fees and Expenses
25 to Class Counsel, or to any Service Award to Plaintiffs, or otherwise to be heard,
26 except by serving and filing a written notice of intention to appear and written
27 objections in the form and manner, and by the date, required by the Notice and the
28 terms of this Order. Any Settlement Class Member who fails to object in the manner

1 and by the date required shall be deemed to have waived and forfeited any and all
2 rights he or she may have to object to the Settlement and/or to appear and be heard
3 on his or her objection at the Fairness Hearing (including any right to appeal), shall
4 be forever barred from raising such objections in this Action or any other action or
5 proceeding, and shall be bound by all the terms of the Agreement and by all
6 proceedings, orders and judgments, including, but not limited to, the release of the
7 Plaintiffs' Released Claims.

8 22. Any Settlement Class Member who wishes to exclude himself or
9 herself from the Settlement must personally sign and submit a written request to opt
10 out stating "I wish to exclude myself from the Settlement Class in *In re Solara*
11 *Medical Supplies Data Breach Litigation*" (or substantially similar clear and
12 unambiguous language) to the Settlement Administrator on or before
13 _____, 2022 [**21 days before the Fairness Hearing**]. That written
14 request also shall contain: (a) the Settlement Class Member's printed name, address,
15 and telephone number; (b) a statement that the Settlement Class Member is a
16 Settlement Class Member; and (c) the basis of the Settlement Class Member's
17 inclusion in the Settlement Class.

18 23. No one shall be permitted to exercise any exclusion rights on behalf of
19 any other person, whether as an agent or representative of another or otherwise,
20 except upon proof of a legal power of attorney, conservatorship, trusteeship, or other
21 legal authorization and no one may exclude other persons within the Settlement
22 Class as a group, class, or in the aggregate.

23 24. If a Settlement Class Member timely and validly has excluded himself
24 or herself from the Settlement Class, such Settlement Class Member shall not be
25 legally bound by the terms of the Settlement, shall not receive any benefits of the
26 Settlement, including any cash payments or supplemental cash payments, and shall
27 not be able to object to any aspect of the Settlement.

28

1 25. Not later than seven (7) calendar days before the date of the Fairness
2 Hearing, the Settlement Administrator shall file with the Court a list of those Persons
3 who have timely and validly excluded themselves from the Settlement. The Court
4 retains jurisdiction to resolve any disputed exclusion requests.

5 26. The Court may, for good cause, extend any of the deadlines set forth in
6 this Order without further notice to the Settlement Class Members. The Court may,
7 from time to time, reschedule or postpone the Fairness Hearing without further
8 notice to the Settlement Class.

9 27. All proceedings in this Action, other than proceedings as may be
10 necessary to carry out the terms and conditions of the Settlement, are hereby stayed
11 and suspended until further order of the Court. From the date of entry of this Notice
12 Order until this Court determines whether the Final Order and Judgment should be
13 entered, Plaintiffs and all Settlement Class Members, and any of them, are barred
14 and enjoined from initiating, asserting and/or prosecuting, in any capacity, any of
15 Plaintiffs' Released Claims, including any Unknown Claim, against Released
16 Defendant in any court or any forum.

17 28. If the Court does not approve the Settlement, or the Settlement does not
18 become effective for any reason whatsoever: (a) the Settlement (including any
19 modification of it made with the consent of the Parties as provided for in the
20 Agreement), any class certification in this Notice Order, and any actions taken or to
21 be taken in connection therewith (including this Notice Order and any judgment
22 entered regarding the Settlement) shall be terminated and shall become null and void
23 and shall have no further force and effect and no Party shall be bound thereby; (b) all
24 of the provisions of the Agreement, and all negotiations, statements, and proceedings
25 relating to it, shall be without prejudice to the rights of Defendant, Plaintiffs, or any
26 Settlement Class Member, all of whom shall be restored to their respective positions
27 existing immediately before the execution of the Agreement, except that the Parties
28 shall cooperate in requesting a new scheduling order such that no Party's substantive

1 or procedural rights are prejudiced by the settlement negotiations and proceedings;
2 (c) neither the Agreement, the fact of its having been entered into, nor the
3 negotiations leading to it shall be offered into evidence for any purpose whatsoever;
4 (d) Defendant shall bear all reasonable and necessary costs incurred by the
5 Settlement Administrator in connection with the implementation of this Settlement
6 up until its termination, including the Initial Costs Cap and any other Notice and
7 Administration Expenses agreed to by the Parties or ordered by the Court; and
8 (e) within five (5) business days, any funds in the Escrow Account, including any
9 interest accrued, shall be returned to Defendant, minus incurred Notice and
10 Administration Expenses and Taxes and Tax Expenses.

11 29. Neither the Agreement, nor any act performed or document executed
12 pursuant to or in furtherance of the Agreement is or may be deemed to be or may be
13 used as an admission of, or evidence of, the validity of any of the Released Claims,
14 or of any wrongdoing or liability of Released Defendant or any Released Plaintiff or
15 Settlement Class Member; or is or may be deemed to be or may be used as an
16 admission of, or evidence of, any fault or omission of Released Defendant or any
17 Released Plaintiff or Settlement Class Member in any civil, criminal, regulatory, or
18 administrative proceeding in any court, administrative agency or other tribunal. Nor
19 shall the Agreement be deemed an admission by any Party as to the merits of any
20 claim or defense.

21 30. The Court shall retain exclusive and continuing jurisdiction over all
22 Parties, the Action, and the Agreement to resolve any dispute that may arise
23 regarding the Agreement, the Settlement, or in relation to the Action, including any
24 dispute regarding validity, performance, interpretation, administration, enforcement,
25 enforceability, or termination of the Agreement and the Settlement. The Court
26 retains ongoing and exclusive jurisdiction and independent case management
27 authority regarding the general administration of the Settlement and the Settlement
28 Administrator.

