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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO**

MICHAEL WILSON, a person lacking legal capacity, by MOSANTHONY WILSON, his conservator, on behalf of himself and all others similarly situated,

Plaintiff,

v.

MAXIM HEALTHCARE SERVICES, INC., a Maryland Corporation,

Defendant.

Case No. 37-2022-00046497-CU-MC-CTL

Assigned to the Hon. Keri Katz  
Department 74

~~[PROPOSED]~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
PROPOSED CLASS ACTION  
SETTLEMENT

Action Filed: November 16, 2022

Date:  
Time:  
Dept: D-74

1 WHEREAS, the above-styled Action was filed on November 16, 2022 and a First Amended  
2 Complaint was filed on December 20, 2022;

3 WHEREAS, Plaintiff Michael Wilson, through his conservator, Mosanthonny Wilson,  
4 (“Named Plaintiff”), individually and on behalf of himself and the proposed Settlement Class  
5 (defined below), and Defendant Maxim Healthcare Services, Inc. (“Maxim” or “Defendant”),  
6 (collectively, the “Settling Parties”), have entered into a Settlement Agreement and Release  
7 (“Settlement Agreement”) resolving the Action, subject to Court approval;

8 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation  
9 and informal discovery sufficient to permit counsel and the Court to act knowingly, and counsel are  
10 well experienced in similar class action litigation; and

11 WHEREAS, Named Plaintiffs, the proposed Class Representatives, have moved the Court  
12 for entry of an order preliminarily approving the Settlement, conditionally certifying the Settlement  
13 Class for settlement purposes only, and approving the form and method of notice upon the terms  
14 and conditions set forth in the Settlement Agreement, together with all exhibits thereto.

15 WHEREAS, the Court having considered the Settlement Agreement, together with all  
16 exhibits thereto and records in this case, and the arguments of counsel and for good cause appearing,  
17 hereby orders as follows:

18 **I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

19 1. Representative Plaintiff’s Motion for Preliminary Approval of Class Action  
20 Settlement is GRANTED. The terms defined in the Settlement Agreement shall have the same  
21 meanings in this Order.

22 2. Having made the findings set forth below, the Court conditionally certifies the  
23 following Class for settlement purposes only:

24 All persons to whom Maxim Healthcare Services, Inc. sent a letter, dated  
25 November 4, 2021, entitled “Notice of Data Breach,” regarding a data  
26 security incident that occurred between roughly October 1, 2020 through  
27 roughly December 4, 2020.

28 3. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and  
members of their families; (2) Defendant, its subsidiaries, parent companies, successors,  
predecessors, and any Entity in which Defendant or its parents have a controlling interest, and its

1 current or former officers and directors; (3) natural persons who properly execute and submit a  
2 Request for Exclusion prior to the Opt-Out Deadline; (4) the successors or assigns of any such  
3 excluded natural person; and (5) any other person found by a court of competent jurisdiction to be  
4 guilty under criminal law of initiating, causing, aiding, or abetting the Data Breach or who pleads  
5 *nolo contendere* to any such charge.

6 4. For settlement purposes only, with respect to the Settlement Class, the Court  
7 preliminary finds the prerequisites for a class action pursuant to California Code of Civil Procedure  
8 382 have been met, in that: (a) the Settlement Class is so numerous that joinder of all individual  
9 Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact  
10 common to all Settlement Class Members predominate over any potential individual questions;  
11 (c) the claims of the Named Plaintiff are typical of the claims of the Settlement Class;  
12 (d) Representative Plaintiff and proposed Class Counsel will fairly and adequately represent the  
13 interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently  
14 adjudicate this controversy.

15 5. The Court hereby appoints Representative Plaintiff as Class Representative for the  
16 Settlement Class.

17 6. The Court hereby appoints M. Anderson Berry of Clayeo C. Arnold, APLC, and John  
18 J. Nelson, of Milberg Coleman Bryson Phillips Grossman, PLLC, as Class Counsel.

19 **II. PRELIMINARY APPROVAL**

20 7. The terms of the Settlement, including its proposed release, are preliminarily  
21 approved as within the range of fair, reasonable, and adequate, and are sufficient to warrant  
22 providing notice of the Settlement to the Settlement Class in accordance with the Notice Program,  
23 and are subject to further and final consideration at the Final Approval Hearing provided for below.  
24 In making this determination, the Court considered the fact that the Settlement is the product of  
25 arm's-length negotiations conducted by experienced and knowledgeable counsel, the current  
26 posture of the Action, the benefits of the Settlement to the Settlement Class, and the risk and benefits  
of continuing litigation to the Settling Parties and the Settlement Class.

27 8. As provided for in the Settlement Agreement, if the Court does not grant final  
28 approval of the Settlement or if the Settlement is terminated or cancelled in accordance with its

1 terms, then the Settlement, and the conditional certification of the Settlement Class for settlement  
2 purposes only provided for herein, will be vacated and the Action shall proceed as though the  
3 Settlement Class had never been conditionally certified for settlement purposes only, with no  
4 admission of liability or merit as to any issue, and no prejudice or impact as to any party's position  
5 on the issue of class certification or any other issue in the case.

6 **III. NOTICE OF THE SETTLEMENT TO THE SETTLEMENT CLASS**

7 9. The Court appoints Kroll Settlement Administration as the Settlement Administrator.  
8 The responsibilities of the Settlement Administrator are set forth in the Settlement Agreement.

9 10. The Court has considered the Notice provisions of the Settlement, the Notice  
10 Program set forth in the Settlement Agreement and the Long Form Notice and Short Notice, attached  
11 as Exhibits B and C to the Settlement Agreement, respectively. The Court finds that the direct  
12 emailing and/or mailing of Notice in the manner set forth in the Notice Plan is the best notice  
13 practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this  
14 Order to all persons entitled thereto, and is in full compliance with applicable law and due process.  
15 The Court approves as to form and content the Long Form Notice and Short Notice in the forms  
16 attached as Exhibits B and C, respectively, to the Settlement Agreement. The Court orders the  
17 Settlement Administrator to commence the Notice Program following entry of this Order in  
18 accordance with the terms of the Settlement Agreement.

19 11. The Court approves as to form and content the Claim Form attached as Exhibit A to  
20 the Settlement Agreement.

21 12. Settlement Class Members who qualify for and wish to submit a Claim Form under  
22 the Settlement shall do so in accordance with the requirements and procedures of the Settlement  
23 Agreement and the Claim Form under which they are entitled to seek relief. The Claims deadline is  
24 [90 days after the Notice Commencement Date]. All Settlement Class Members who fail to submit  
25 a claim in accordance with the requirements and procedures of the Settlement Agreement and  
26 respective Claim Form shall be forever barred from receiving any such benefit but will in all other  
27 respects be subject to and bound by the provisions of the Settlement and the releases contained  
28 therein. Notwithstanding any of the above, Settlement Class Members who fail to submit a claim in  
accordance with the requirements and procedures of the Settlement Agreement and respective Claim

1 Form may still enroll in the Identity Theft Protection Services, provided they do so within ninety  
2 (90) days of the Effective Date.

3 **IV. REQUESTS FOR EXCLUSION FROM THE SETTLEMENT CLASS**

4 13. Each person wishing to opt out of the Settlement Class must individually sign and  
5 timely submit written notice of such intent to the designated Post Office box established by the  
6 Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's  
7 intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked  
8 no later than [60 days after the Notice Commencement Date].

9 14. Persons who submit valid and timely notices of their intent to be excluded from the  
10 Settlement Class shall neither receive any benefits of nor be bound by the terms of the Settlement.

11 15. Persons falling within the definition of the Settlement Class who do not timely and  
12 validly request to be excluded from the Settlement Class shall be bound by the terms of the  
13 Settlement, including its releases, and all orders entered by the Court in connection therewith.

14 **V. OBJECTIONS**

15 16. Each Settlement Class Member desiring to object to the Settlement must mail a  
16 timely written notice of his or her objection. Such notice must include: (i) the objector's full name  
17 and address; (ii) the case name and docket number – *Michael Wilson v. Maxim Healthcare Services,*  
18 *Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL; (iii) information identifying the objector as a  
19 Settlement Class Member, including proof that the objector is a member of the Settlement Class  
20 (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a  
21 statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a  
22 written statement of all grounds for the objection, accompanied by any legal support for the  
23 objection the objector believes applicable; (v) the identity of any and all counsel (if any) representing  
24 the objector in connection with the objection(s); (vi) a statement whether the objector and/or his or  
25 her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature or the  
26 signature of the objector's duly authorized attorney or other duly authorized representative (if any)  
27 representing him or her in connection with the objection.

28 17. To be timely, written notice of an objection in the above-described, appropriate form  
must be mailed, with a postmark date no later than sixty (60) days from the Notice Commencement

1 Date, to Proposed Settlement Class Counsel, M. Anderson Berry, Clayeo C. Arnold, A Professional  
2 Law Corp., 865 Howe Avenue, Sacramento, CA 95825, and counsel for Maxim, Casie D. Collignon,  
3 Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, Colorado 80202-2662. In the  
4 alternative to the foregoing mailing procedure, the objector or his or her counsel may also file  
5 Objections with the Settlement Administrator, by mailing a copy with a postmark date no later than  
6 sixty (60) days from the Notice Commencement Date to the dedicated post-office box established  
7 by the Settlement Administrator for receiving correspondence. For all objections received,  
8 Proposed Settlement Class Counsel will file them with the Court as an exhibit to the Motion for  
9 Final Approval of the Settlement.

10 18. Unless otherwise ordered by the Court, any Settlement Class Member who does not  
11 timely object in the manner prescribed above shall be deemed to have waived all such objections  
12 and shall forever be foreclosed from making any objection to the fairness, adequacy, or  
13 reasonableness of the Settlement, including its releases, the Order and Judgment approving the  
14 Settlement, and Class Counsels' motion for a Fee Award and Costs and Named Plaintiffs' Service  
15 Awards.

15 **VI. THE FINAL APPROVAL HEARING**

16 19. The Court will hold a Final Approval Hearing on July 28, 2023, at 8:30 a.m., at the  
17 San Diego Courthouse, 330 West Broadway, San Diego, California 92101, Department SD-74, to  
18 consider: (a) whether certification of the Settlement Class for settlement purposes only should be  
19 confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the  
20 best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys'  
21 fees, costs and expenses as provided for under the Settlement; (d) the application for Named  
22 Plaintiff's service award as provided for under the Settlement; (e) whether the release of Released  
23 Claims as set forth in the Settlement should be provided; (f) whether the Court should enter the  
24 [Proposed] Final Order and [Proposed] Judgment; and (g) ruling upon such other matters as the  
25 Court may deem just and appropriate. The Final Approval Hearing may be continued from time to  
26 time and without further notice to Settlement Class Members, or adjourned by order of the Court.  
27 The Final Approval Hearing may be held and attended remotely. Any instructions for telephonic,  
28 video, or remote hearing attendance shall be timely posted on the settlement website.

1           20.     No later than July 12, 2023, the Named Plaintiff shall file their Motion for Final  
 2 Approval of Class Action Settlement and their Motion for Award of Attorneys' Fees and Expenses  
 3 and Plaintiffs' Service Awards. No later than July 23, 2023, Named Plaintiffs shall file their Reply  
 4 Brief in Support of Motion for Final Approval of Class Action Settlement Agreement and their  
 5 Reply Brief in Support of Motion for Award of Attorneys' Fees and Expenses and Plaintiffs' Service  
 6 Awards, including as needed to respond to any valid and timely objections.

7           21.     The related periods for events preceding the Final Approval Hearing are as follows:

Event	Timing
Maxim to provide Settlement Administrator with Settlement Class Member Information	No later than 14 days after entry of this Order
Notice Commencement Date	Within 30 days after entry of this Order
Claims Deadline	90 days after the Notice Commencement Date
Opt-Out Deadline	60 days after the Notice Commencement Date
Objection Deadline	60 days after the Notice Commencement Date
Motion for Final Approval and Motion for Attorneys' Fees and Expenses and Service Awards	July 12, 2023
Reply Papers in Support of Final Approval and in Support of Motion for Attorneys' Fees and Expenses and Service Awards	July 23, 2023
Final Approval Hearing	July 28, 2023 at 8:30 a.m.

18           22.     Any action brought by a Settlement Class Member concerning a Released Claim  
 19 shall be stayed pending final approval of the Settlement.

20           **IT IS SO ORDERED.**

*Keri Katz*

22 Dated: 4/17/2023

HON. KERI KATZ  
 JUDGE OF THE SUPERIOR COURT

# **EXHIBIT A**



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

Maxim Healthcare Settlement Administrator  
P.O. BOX  
www.maximsettlement.com

MAXIM  
HEALTH  
CARE

## Maxim Healthcare Settlement Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice from Maxim Healthcare (“Maxim”) that your personally identifiable information may have been compromised as a result of a third-party criminal cyberattack on Maxim occurring between October 1, 2020 and December 4, 2020, (the “Data Incident”), you are a Settlement Class Member and may submit a claim for Settlement Benefits.

The easiest way to submit a claim is online at [www.maximsettlement.com](http://www.maximsettlement.com), or you can complete and mail this Claim Form to the mailing address above.

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

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

1. **California Cash Payment Benefit.** If you were a resident of California between October 1, 2020 and December 4, 2020 and submit a valid and timely Claim Form, you are eligible to receive a cash payment of **\$100**. This amount can be combined with a claim for documented Extraordinary Expenses but cannot be combined with the Lost-Time Reimbursement Benefit, below.
2. **Lost-Time Reimbursement for Time You Spent or Lost.** If you are not a California resident, and if you spent or lost any time remedying issues related to the Data Incident you may be eligible for reimbursement of up to three (3) hours of lost time at a rate of \$20.00 per hour, not to exceed \$60.00 total. This amount can be combined with a claim for documented Extraordinary Expenses but cannot be combined with the California Cash Payment Benefit, above.
3. **Extraordinary Expense Reimbursement for Money You Spent or Lost.** If you experienced an actual loss because of the Data Incident, and you have documentation supporting these losses, you may be reimbursed up to \$5,000 for Extraordinary Expenses related to identity theft. You must submit documents supporting your claim(s).

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

*Please note: The Settlement Administrator may contact you to request additional documents to process your claim.*

For more information on the Settlement benefits, what documents you need to attach, how the Settlement Administrator will decide whether to approve your payments, and for complete instructions, visit [www.maximsettlement.com](http://www.maximsettlement.com).

**The Settlement also provides that all Class Members shall receive a code for 12-months of Financial Shield identity theft protection. Your activation code is contained on your Postcard Notice, and may be used to activate the Financial Shield service at the following website [www.XXXXXXXX.com](http://www.XXXXXXXX.com) after the Effective Date, estimated to be [DATE].**

**Settlement benefits will be distributed only after the Settlement is approved by the Court.**

**Your Information**

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [XXX@XXXX.com](mailto:XXX@XXXX.com)

First Name                      MI  Last Name

Mailing Address

City  State   ZIP Code

Phone Number     -     -

Email Address (OPTIONAL - IF YOU WOULD LIKE A REMINDER EMAILED TO YOU OF THE DATE ON WHICH YOU MAY USE YOUR ACTIVATION CODE FOR FINANCIAL SHIELD, PLEASE SUBMIT YOUR EMAIL ADDRESS)

Unique ID (located on the postcard notice mailed to you)

**California Cash Payment Benefit**

If you are a California resident, you can receive a cash payment of \$100. This amount can be combined with a claim for documented Extraordinary Expenses, but it cannot be combined with a claim for Lost-Time.

Please check below to receive a Cash Payment Benefit.

Receive a cash payment of at \$100

If your qualifying California residence address is different from the mailing address provided above please enter it here:

Mailing Address

City  State   ZIP Code

If you do not wish to file a claim for Extraordinary Expenses Losses, you may skip to the section at the end titled, "How You Would Like to Receive Your Cash Payment."

**Lost-Time Reimbursement**

You may be eligible for reimbursement of up to three (3) hours of lost time spent remedying issues related to the Data Incident (at \$20.00 per hour), not to exceed a total of \$60.00. If you fill out this section you are attesting that the hours being claimed were spent making reasonable efforts to address the Data Incident and or Losses that occurred as a result thereof. **IF YOU CLAIMED THE CALIFORNIA-RESIDENT BENEFIT ABOVE, YOU MAY NOT CLAIM THIS BENEFIT. THIS BENEFIT IS ONLY AVAILABLE TO NON-CALIFORNIA RESIDENTS.**

Number of Hours Claimed (Select one)

 1 Hour 2 Hours 3 Hours**Cash Reimbursement: Documented Extraordinary Expenses**

You can receive reimbursement for up to \$5,000 for documented extraordinary losses incurred as a result of the Data Incident if: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; (3) the loss occurred between October 1, 2020 and **Month Day, Year (Claims Deadline)**; (4) the loss is not for Lost-Time Benefits (above) or California Cash Benefit (above); and (5) you made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhausting all available credit monitoring insurance and identity theft insurance. If you do not provide the required documentation to support your Claim, your Claim will be denied.

Expense or Loss Types and Examples of Documents	Approximate Amount of Loss and Date	Description of Expense, Money Spent or Loss and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
<b>Extraordinary Loss</b> <i>Examples: Unreimbursed fraudulent charges, professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
<b>Other Extraordinary Losses</b> <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>

**How You Would Like to Receive Your Cash Payment**

If you made a claim for a cash payment in this Claim Form, you could elect to receive your payment either by check or as a digital payment (you could receive payment as an ACH direct deposit, prepaid debit card, or gift card using instructions emailed to you). Checks must be cashed within 90 days of receiving them.

Which do you prefer?

 Check mailed to me Digital payment instructions emailed to the email address I provided on page 2**Signature**

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

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

MAIL  
ID

\*0000PLACEHOLDER0000\*

Date: MM - DD - YYYY

Signature

Print Name

# **EXHIBIT B**

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SAN DIEGO**

**If you received a notice from Maxim Healthcare Services, Inc. on or about  
November 4, 2021 notifying you that your information may have been  
exposed in a data incident, you may be eligible for a payment from a class  
action settlement.**

*Superior Court of California, County of San Diego ordered this notice.*

*This is not a solicitation from a lawyer.*

*Si desea recibir esta notificación en español, llámenos.*

- A settlement has been reached with Maxim Healthcare Services, Inc. (“Maxim” or the “Defendant”) in a class action lawsuit about a data incident that occurred on October 1, 2020 through December 4, 2020 (“the Data Incident”). Defendant announced the Data Incident on or about November 4, 2021. The Plaintiff, Michael Wilson, through his conservator, Mosanthony Wilson, filed a lawsuit asserting claims against Defendant relating to the Data Incident. Defendant denies all of the claims and says it did not do anything wrong.
- Plaintiff alleges that from October 4, 2020 through December 4, 2020, Maxim was the target of a criminal cyber-attack in which third-party criminals gained unauthorized access to some of Maxim’s email mailboxes and thereby obtained information from Defendant including the personally identifiable information (“PII”) and protected health information (“PHI”) (collectively, “Private Information”) of at least 28,425 people. Plaintiff alleges that, as a result of the Data Incident, an unauthorized user gained access to Plaintiff’s and Class Members’ Private Information contained in email accounts and attachments containing including names, addresses, dates of birth, contact information, medical history, medical condition or treatment information, medical record number, diagnosis code, patient account number, Medicare/Medicaid number, username/password, and Social Security numbers (“SSNs”).
- The Settlement Class includes all persons to whom Maxim mailed notice of the Data Incident and who are not otherwise excluded by the Settlement Agreement. You should have received a letter from the Claims Administrator if you are a member of the Settlement Class. That notification included a unique username and password for you to verify your identity to receive the settlement benefits described in this notice. If for some reason you have not received login information, but believe you are a Settlement Class Member, please call 1-###-###-#### to verify your identity and receive further information on how to file a claim.
- For persons who file a valid claim form, the settlement provides reimbursement of up to \$5,000 for Extraordinary Expenses incurred as a result of the Data Incident, and lost time expenses for up to three (3) hours at \$20 per hour (maximum \$60) that resulted from the Data Incident. The Settlement also provides a flat monetary benefit of approximately \$100 for Settlement Class Members who were California Residents between October 1, 2020 and December 4, 2020. Moreover, all Settlement Class Members will be provided access to free identity-theft protection called “Financial Shield” by Pango for a period of 12 months from the Effective Date of the settlement -- without the need to submit a Settlement Claim.
- You must file a Claim Form to receive a payment. You can file a claim online on this website, [www.maximsettlement.com](http://www.maximsettlement.com), download a Claim Form and mail it, or you may call 1-###-###-#### and ask that a Claim Form be mailed to you. The claims deadline is [DATE]. You must use the username and password received with your notification to verify your identity as a member of the

Settlement Class. If for some reason you did not receive login information, but believe you are a Settlement Class Member, please call 1-###-###-#### to verify your identity and receive further information on how to file a claim.

**Your legal rights are affected even if you do nothing.  
Read this Notice carefully.**

## Your Legal Rights & Options in this Settlement

<b>Submit a Claim</b>	You must submit a claim to get a payment.	Deadline <b>[DATE]</b>
<b>Ask to be Excluded</b>	This allows you to sue Defendant over the claims resolved by this settlement. You will not get anything from this settlement.	Deadline <b>[DATE]</b>
<b>Object</b>	Write to the Court about why you do not like the settlement. You can still get a payment.	Deadline <b>[DATE]</b>
<b>Do Nothing</b>	You get no payment but will be eligible for one (1) year of identity theft protection, and you give up rights.	

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.



## WHAT THIS NOTICE CONTAINS

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## BASIC INFORMATION

### 1. Why was this Notice issued?

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The Court authorized this notice because you have a right to know about the proposed settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Keri Katz of the Superior Court of California, San Diego County, Dept. C-74, is overseeing this case. The case is known as *Michael Wilson v. Maxim Healthcare Services, Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL (Cal. Super. Ct. for San Diego Cty.) The person who sued is called the Plaintiff. Maxim Healthcare Services, Inc., is called the Defendant.

### 2. What is this lawsuit about?

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The lawsuit claims that Defendant was responsible for the Data Incident that occurred, and asserts violations of the Confidentiality of Medical Information Act (“CMIA”) and a claim of negligence. The lawsuit seeks compensation for people who had losses as a result of the Data Incident. Defendant denies all of Plaintiff’s claims and asserts it did not do anything wrong.

### 3. Why is this lawsuit a class action?

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In a class action, one or more people called a “Representative Plaintiff” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.” In this case, the Representative Plaintiff is Michael Wilson. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

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By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiff and his attorneys believe the settlement is fair, reasonable, and adequate and, thus, in the best interests of the Settlement Class and its members. The settlement does not mean that Defendant did anything wrong.

## WHO IS IN THE SETTLEMENT?

### 5. How do I know if I am included in the settlement?

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You are included in the settlement if you were sent a notice letter notifying you that your information may have been compromised in the Data Incident announced by Defendant on or about November 4, 2021. If you were affected, you should have received an email or postcard notification. Specifically excluded from the Settlement Class are: (a) Maxim and its respective officers and directors; (b) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (c) the Judge assigned to evaluate the fairness of this settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

### 6. What if I am not sure whether I am included in the settlement?

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If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call 1-###-###-####;
2. Email info@[insert].com; or
3. Write to:  
Maxim Healthcare Data Incident Settlement  
c/o Claims Administrator, Kroll Settlement Administration  
P.O. Box  
#####  
[city], [state] [zip]

Please do not contact the Court with questions.

## THE SETTLEMENT BENEFITS

### 7. What does the settlement provide?

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All Settlement Class Members will be provided access to free identity-theft protection called “Financial Shield” by Pango for a period of 12 months from the Effective Date of the settlement without the need to submit a Settlement Claim. A link with a redeemable code to be used directly with Pango was provided in the Short Notice sent by the Claims Administrator. If for some reason you have not received unique identifier login information, but believe you are a Settlement Class Member, please call 1-###-###-#### to verify your identity and receive further information on how to file a claim.

The settlement will also provide payments to people who submit valid claims for expenses incurred or time spent as a result of the Data Incident.

Settlement Class Members who were residents of California at the time of the Data Incident will also be eligible for a flat monetary benefit of approximately \$100 each in addition to being eligible for reimbursements of Extraordinary expenses and for Identity-Theft protection.

### 8. What payments are available?

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Settlement Class Members are eligible to receive reimbursement of up to \$5,000 (in total per class member) for “Extraordinary Expense Reimbursement”:

- the loss is an actual, documented and unreimbursed monetary loss;
- the loss was more likely than not caused by the Data Incident;
- the loss occurred between October 1, 2020 and the Claims Deadline; and
- the loss is not for time expended or statutory damages; and,
- the member of the Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Reasonable documentation must be submitted with your Claim Form showing that the Data Incident caused the costs incurred in order to receive reimbursement for out-of-pocket costs.

More details are provided in the Settlement Agreement, which is available at [www.maximsettlement.com](http://www.maximsettlement.com).

## HOW TO GET BENEFITS

### 9. How do I get benefits?

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To activate the Financial Shield identity theft protection, please visit [www.XXXXXXX.com](http://www.XXXXXXX.com) after the Effective Date, currently estimated to be [DATE], and use your activation code.

To get a monetary payment from the settlement, you must complete a Claim Form. Please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit it online or mail it postmarked no later than [DATE], to:

Maxim Healthcare Data Incident Settlement  
c/o Claims Administrator, Kroll Settlement Administration,  
P.O. Box  
#####  
[add city], [add state]  
[add zip]

You may submit a claim online or download a copy at [www.maximsettlement.com](http://www.maximsettlement.com), or you may request one by mail by calling 1-###-###-####.

## **10. How will claims be decided?**

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The Claims Administrator, Kroll Settlement Administration, will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any claimant. If the required information is not provided timely, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial Claims Referee selected by the parties.

### **REMAINING IN THE SETTLEMENT**

## **11. Do I need to do anything to remain in the settlement?**

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You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked by [DATE].

## **12. What am I giving up as part of the settlement?**

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If the settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this settlement. The specific claims you are giving up against Defendant are described in paragraphs 1.19, 1.20, 1.21 and 1.29 of the Settlement Agreement. You will be releasing Defendant and all related people or entities as described in Section IV.1 of the Settlement Agreement. The Settlement Agreement is available at [www.maximsettlement.com](http://www.maximsettlement.com).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer at your own expense.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue Defendant about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

## **13. If I exclude myself, can I get a payment from this settlement?**

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No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You

will also not be bound by any judgment in this case.

**14. If I do not exclude myself, can I sue Defendant for the same thing later?**

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No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

**15. How do I exclude myself from the settlement?**

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To exclude yourself, send a letter that says you want to be excluded from the settlement in *Michael Wilson v. Maxim Healthcare Services, Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL (Cal. Super. Ct. for San Diego Cty.), and include your name, address, and signature. You must mail your Exclusion Request postmarked by [DATE], to:

Maxim Healthcare Data Incident Settlement  
c/o Claims Administrator, Kroll Settlement Administration,  
P.O. Box  
#####  
[add city], [add state] [add zip]

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

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Yes. The Court appointed the following law firms as Class Counsel: M. Anderson Berry of Clayeo C. Arnold, A Professional Law Corp. 865 Howe Avenue, Sacramento, CA 95825, and John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC, 401 W Broadway, Suite 1760, San Diego, CA 92101.

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.

**17. How will the lawyers be paid?**

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Class Counsel will request the Court's approval of an award for attorneys' fees of up to \$195,000.00, inclusive of costs and expenses of the litigation. Class Counsel will also request approval of a service award of up to \$2,500.00 for the Representative Plaintiff. Any amount that the Court awards for attorneys' fees, costs, expenses, and the incentive award will be paid separately from the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

**18. How do I tell the Court that I do not like the settlement?**

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You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing and sent to Class Counsel, M. Anderson Berry of Clayeo C. Arnold, A Professional Law Corp. 865 Howe Avenue, Sacramento, CA 95825, and counsel for Maxim, Casie D. Collignon, Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, Colorado 80202-2662. In the alternative to the

foregoing mailing procedure, you may also file Objections with the Settlement Administrator, by mailing a copy with a postmark date no later than sixty (60) days from the Notice Commencement Date to the dedicated post-office box established by the Settlement Administrator for receiving correspondence:

Maxim Healthcare Data Incident Settlement  
c/o **Claims Administrator**, Kroll Settlement Administration,  
P.O. Box #####  
**[add city], [add state] [add zip]**

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person, remotely by conferencing software (instructions will be posted at [www.maximsettlement.com](http://www.maximsettlement.com), or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number – *Michael Wilson v. Maxim Healthcare Services, Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL; (iii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, copy of original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection(s) you believe applicable; (v) the identity of any and all counsel (if any) representing you in connection with the objection; (vi) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

## **19. What is the difference between objecting and asking to be excluded?**

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Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the settlement.

## **20. When and where will the Court decide whether to approve the settlement?**

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The Court will hold a Final Approval Hearing on July 28, 2023, at 8:30 a.m., at the San Diego Courthouse, 330 West Broadway, San Diego, California 92101, Department SD-74. The Final Approval Hearing may also be conducted remotely by conferencing software. Instructions for joining remotely will be posted at [www.maximsettlement.com](http://www.maximsettlement.com). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.maximsettlement.com](http://www.maximsettlement.com) or call 1-###-###-####.

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**21. Do I have to attend the hearing?**

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No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to appear at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it or filed it in person with the Court according to the instructions provided in Question 18, the Court will consider it.

**22. May I speak at the hearing?**

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You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

**IF YOU DO NOTHING**

**23. What happens if I do nothing?**

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If you do nothing, you will get no monetary benefits from this settlement, but you will be entitled to access to free identity-theft monitoring protection, called “Financial Shield” by Pango for a period of 12 months from the Effective Date of the settlement, if it is finally approved. Once the settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Defendant for the claims resolved by this settlement.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

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This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.maximsettlement.com](http://www.maximsettlement.com), by contacting class counsel (information provided below), or by visiting the office of the Clerk of the Court for Superior Court of California, County of San Diego.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

You may contact Class Counsel at:

M. ANDERSON BERRY  
**CLAYEO C. ARNOLD,**  
**A PROFESSIONAL LAW CORP.**  
865 Howe Avenue  
Sacramento, CA 95825  
Telephone: (916) 239-4778  
Facsimile: (916) 924-1829  
[aberry@justice4you.com](mailto:aberry@justice4you.com)

John J. Nelson (SBN 317598)  
**MILBERG COLEMAN BRYSON**  
**PHILLIPS GROSSMAN, PLLC**  
401 W Broadway, Suite 1760  
San Diego, CA 92101

Tel.: (858) 209-6941  
jnelson@milberg.com



# **EXHIBIT C**

**If you received a notice from Maxim Healthcare Services, Inc. on or about November 4, 2021 notifying you that your information may have been exposed in a data incident, you may be eligible for a payment from a class action settlement.**

*Superior Court for the State of California, County of San Diego ordered this notice.  
This is not a solicitation from a lawyer.*

*Si desea recibir esta notificación en español, llámenos.*

A settlement has been reached with Maxim Healthcare Services, Inc. (the “Defendant”) in a class action lawsuit about a data incident that occurred on October 1, of 2020 through on December 4, of 2020 (the “Data Incident”). Defendant announced the Data Incident on or about November 4, 2021. The plaintiff, Michael Wilson, filed a lawsuit asserting claims against Defendant relating to the Data Incident. Defendant denies all of the claims and says it did not do anything wrong.

- **WHAT HAPPENED?** Plaintiff alleges that from October 4, 2020 through December 4, 2020, hackers obtained information from Defendant including the personally identifiable information (“PII”) and protected health information (“PHI”) (PII and PHI collectively referred to as “Private Information”) of 28,425 people. Plaintiff alleges that, as a result of the Data Incident, an unauthorized user gained access to Plaintiff’s and Class Members’ Private Information contained in email accounts and attachments containing patients’ names, addresses, dates of birth, contact information, medical history, medical condition or treatment information, medical record number, diagnosis code, patient account number, Medicare/Medicaid number, username/password, and Social Security numbers (“SSNs”)

**WHO IS INCLUDED?** You received this notice because Defendant’s records show you are a member of the Settlement Class. The Settlement Class includes all residents of the United States who were sent notice letters notifying them that their information may have been compromised in the Data Incident.

**SETTLEMENT BENEFITS.** All Settlement Class Members will be provided access to free identity-theft protection, called “Financial Shield” by Pango for a period of 12-months from the Effective Date of the settlement without the need to submit a Settlement Claim. A link with a redeemable code to be used after the Effective Date, currently estimate to be [DATE] is provided below.

[LINK]

[REDEMPTION CODE]

The settlement also provides reimbursement of up to \$5,000 for documented, extraordinary expense reimbursement for actual monetary losses. In addition, the settlement provides for reimbursement for lost time that resulted from the Data Incident for persons who file a valid claim form and meet specific requirements set forth in the Settlement Agreement. The settlement also provides for a cash payment of \$100 for Class Members who were California residents at the time of the Data Incident. Information on the settlement’s benefits is available on the settlement website: [www.maximsettlement.com](http://www.maximsettlement.com)

**CLAIM FORM.** You must file a Claim Form to receive monetary benefits. You can file a claim online at [www.maximsettlement.com](http://www.maximsettlement.com), download a Claim Form at the website and mail it, or you may call 1-###-###-#### and ask that a Claim Form be mailed to you. The claim

deadline is [DATE]. You must use the following username and password to file a Claim Form to verify your identity as a member of the Settlement Class.

Unique Identification  
Number:

If you have not received your unique identification number, but believe you are a Settlement Class Member, please call 1-###-###-#### to verify your identity and receive further information on how to file a claim.

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must exclude yourself by [DATE]. If you stay in the settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.maximsettlement.com](http://www.maximsettlement.com) or call the toll-free number for a copy of the more detailed notice. On [Month Day, Year] the Court will hold a hearing on whether to approve the settlement, Class Counsel's request for attorneys' fees of up to \$195,000.00 inclusive of costs and expenses, and a service award of up to \$2,500 for the Representative Plaintiff. Please note that the hearing may be held remotely by conferencing software. If so, instructions on how to join remotely will be posted at [www.maximsettlement.com](http://www.maximsettlement.com). 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. Detailed information is available at the website and by calling the toll-free number below.

**Questions? Call 1-###-###-#### or visit [www.maximsettlement.com](http://www.maximsettlement.com)**