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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

SETTLEMENT AGREEMENT AND RELEASE

Action Filed: November 16, 2022

Date:
Time:

Dept: D-74

SETTLEMENT AGREEMENT AND RELEASE

1 This Settlement Agreement, dated as of January __, 2023, is made and entered into by and
2 among the following Settling Parties (as defined below): Michael Wilson, by his conservator,
3 MosAnthony Wilson (herein, “Plaintiff”), individually and on behalf of the Settlement Class (as
4 defined below), by their counsel of record, and Maxim Healthcare Services, Inc. (“Maxim” and,
5 together with Plaintiff, the “Parties”), by its counsel of record, Casie D. Collignon and Matthew D.
6 Pearson of Baker & Hostetler LLP. The Settlement Agreement (as defined below) is subject to
7 Court approval and is intended by the Settling Parties to fully, finally, and forever resolve,
8 discharge, and settle the Released Claims (as defined below), upon and subject to the terms and
9 conditions hereof.

10 **I. THE LITIGATION**

11 Plaintiff alleges that between October 1, 2020 and December 4, 2020, Maxim was the target
12 of a criminal cyberattack in which third-party criminals gained unauthorized access to some of
13 Maxim’s email mailboxes (“Data Incident”). Plaintiff further alleges that, as a result of the Data
14 Incident, the criminals gained access to Plaintiff’s and others’ Personally Identifiable Information
15 (“PII”) and Personal Health Information (“PHI”).

16 After discovering the Data Incident, Maxim notified by mail approximately 28,425
17 individuals of the Data Incident. Maxim offered these individuals one year of free credit
18 monitoring.

19 Individuals, including Plaintiff, received their notices in or around November 2021. On
20 November 16, 2022, Plaintiff filed a lawsuit in the Superior Court of San Diego, Case No.: 37-
21 2022-00046497-CU-MC-CTL (the “Litigation”).

22 The Parties engaged in settlement negotiations. As a result of these negotiations, the Parties
23 reached a settlement, which is memorialized herein (the “Settlement Agreement”).

24 Pursuant to the terms set out below, this Settlement Agreement provides for the resolution
25 of all claims and causes of action asserted, or that could have been asserted, against Maxim and the
26 Released Persons (as defined below) relating to the Data Incident, by and on behalf of
27 Representative Plaintiff (as defined below) and the Settlement Class (as defined below).
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1 **II. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF SETTLING**

2 Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint before
3 this Court, have merit. Plaintiff and the Proposed Settlement Class Counsel recognize and
4 acknowledge, however, the expense and length of continued proceedings necessary to prosecute
5 the Litigation against Maxim through motion practice, trial, and potential appeals. Plaintiff and the
6 Proposed Settlement Class Counsel have also considered the uncertain outcome and risk of further
7 litigation, as well as the difficulties and delays inherent in such litigation, especially in complex
8 class actions. Proposed Settlement Class Counsel are highly experienced in class action litigation
9 and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in
10 such litigation and in this Litigation. They have determined that the settlement set forth in this
11 Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement
12 Class.

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

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

22 **IV. TERMS OF SETTLEMENT**

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among
24 Plaintiff, individually and on behalf of the Settlement Class, Proposed Settlement Class Counsel,
25 and Maxim that, subject to the approval of the Court, the Litigation and the Released Claims shall
26 be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with
27 prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement
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1 Class who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and
2 conditions of this Settlement Agreement, as follows:

3 **1. Definitions**

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

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

7 1.2 “Claims Administration” means the processing and payment of claims received
8 from members of the Settlement Class by the Claims Administrator.

9 1.3 “Claims Administrator” means Kroll Settlement Administration, a company
10 experienced in administering class action claims generally and specifically those of the type
11 provided for and made in data breach litigation.

12 1.4 “Claims Deadline” means the postmarked and/or online submission deadline for
13 valid claims submitted pursuant to ¶ 2.

14 1.5 “Claim Form” means the claim form to be used by members of the Settlement Class
15 to submit a Settlement Claim, either through the mail or online through the Settlement Website,
16 substantially in the form as shown in EXHIBIT A attached hereto.

17 1.6 “Costs of Claims Administration” means all actual costs associated with or arising
18 from Claims Administration.

19 1.7 “Court” means the Superior Court of California, San Diego County.

20 1.8 “Data Incident” means the cyberattack perpetrated on Maxim between October 1,
21 2020 and December 4, 2020, in which third-party criminals gained unauthorized access to some of
22 Maxim’s e-mailboxes.

23 1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims
24 as set forth in this Agreement.

25 1.10 “Effective Date” means the first date by which all of the events and conditions
26 specified in ¶ 1.11 herein have occurred and been met.

27 1.11 “Final” means the occurrence of all of the following events: (i) the settlement
28 pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a

1 Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal
2 from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the
3 Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be
4 taken, and such dismissal or affirmance has become no longer subject to further appeal or review.
5 Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service
6 award made in this case shall not affect whether the Judgment is "Final" as defined herein or any
7 other aspect of the Judgment.

8 1.12 "Long Notice" means the long form notice of settlement posted on the Settlement
9 Website, substantially in the form as shown in EXHIBIT B attached hereto.

10 1.13 "Notice Commencement Date" means thirty days following entry of the Preliminary
11 Approval Order.

12 1.14 "Objection Date" means the date by which members of the Settlement Class must
13 mail to Proposed Settlement Class Counsel and counsel for Maxim or, in the alternative, mail to
14 the dedicated post office box established by the Settlement Administrator, their objection to the
15 Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence
16 of the date of mailing for these purposes.

17 1.15 "Opt-Out Date" means the date by which members of the Settlement Class must
18 mail their requests to be excluded from the Settlement Class for that request to be effective. The
19 postmark date shall constitute evidence of the date of mailing for these purposes.

20 1.16 "Person" means an individual, corporation, partnership, limited partnership, limited
21 liability company or partnership, association, joint stock company, estate, legal representative,
22 trust, unincorporated association, government or any political subdivision or agency thereof, and
23 any business or legal entity, and their respective spouses, heirs, predecessors, successors,
24 representatives, or assignees.

25 1.17 "Preliminary Approval Order" means the order preliminarily approving the
26 Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling
27 Parties' proposed form of Preliminary Approval Order is attached hereto as EXHIBIT D.
28

1 1.18 “Proposed Settlement Class Counsel” means M. Anderson Berry of Clayco C.
2 Arnold, A Professional Law Corp. and John J. Nelson of Milberg Coleman Bryson Phillips
3 Grossman, PLLC.

4 1.19 “Related Entities” means Maxim’s past or present parents, subsidiaries, divisions,
5 and related or affiliated entities, and each of their respective predecessors, successors, directors,
6 officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without
7 limitation, any Person related to any such entity who is, was, or could have been named as a
8 defendant in the Litigation, other than any Person who is found by a court of competent jurisdiction
9 to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who
10 pleads *nolo contendere* to any such charge.

11 1.20 “Released Claims” shall collectively mean any and all past, present, and future
12 claims and causes of action including, but not limited to, any causes of action arising under or
13 premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any
14 country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all
15 similar statutes in effect in any states in the United States as defined below; violations of the
16 California Consumer Protection Act of 2018, Cal. Civ. Code § 1798, *et seq.*, as amended; California
17 Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.*; and all similar state
18 privacy-protection statutes; negligence; negligence *per se*; breach of contract; breach of implied
19 contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud;
20 misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment;
21 wantonness; failure to provide adequate notice pursuant to any breach notification statute or
22 common law duty; and including, but not limited to, any and all claims for damages, injunctive
23 relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment
24 interest, credit monitoring services, the creation of a fund for future damages, statutory damages,
25 punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a
26 receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or
27 contingent, direct or derivative, and any other form of legal or equitable relief that either has been
28 asserted, was asserted, or could have been asserted, by any member of the Settlement Class against

1 any of the Released Persons based on, relating to, concerning or arising out of the Data Incident and
2 alleged access or misuse of PHI or PII or the allegations, transactions, occurrences, facts, or
3 circumstances alleged in, or otherwise described in, the Litigation. Released Claims shall not
4 include the right of any Settlement Class Member or any of the Released Persons to enforce the
5 terms of the settlement contained in this Settlement Agreement and shall not include the claims of
6 members of the Settlement Class Members who have timely excluded themselves from the
7 Settlement Class.

8 1.21 “Released Persons” means Maxim and its Related Entities and each of their past or
9 present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective
10 predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and
11 reinsurers.

12 1.22 “Representative Plaintiff” and “Plaintiff” means Michael Wilson, by his
13 conservator, Mosanthony Wilson.

14 1.23 “Settlement Claim” means a claim for settlement benefits made under the terms of
15 this Settlement Agreement.

16 1.24 “Settlement Class” means all persons to whom Maxim mailed notice of the Data
17 Incident. The Settlement Class specifically excludes: (i) Maxim and its respective officers and
18 directors; (ii) all members of the Settlement Class who timely and validly request exclusion from
19 the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this
20 settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under
21 criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo*
22 *contendere* to any such charge.

23 1.25 “Settlement Class Member(s)” means all persons meeting the definition of the
24 Settlement Class.

25 1.26 “Settlement Website” means a website, the URL for which to be mutually selected
26 by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement
27 Agreement, their rights, dates and deadlines and related information, as well as provide the
28 Settlement Class Members with the ability to submit a Settlement Claim online.

1 1.27 “Settling Parties” means, collectively, Maxim and Plaintiff, individually and on
2 behalf of the Settlement Class.

3 1.28 “Short Notice” means the short form notice of the proposed class action settlement,
4 substantially in the form as shown in EXHIBIT C attached hereto. The Short Notice will direct
5 recipients to the Settlement Website and inform members of the Settlement Class of, among other
6 things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final
7 Fairness Hearing (if set prior to the Commencement Date (as defined below)).

8 1.29 “Unknown Claims” means any of the Released Claims that any Settlement Class
9 Members, including Plaintiff, do not know or suspect to exist in his/her favor at the time of the
10 release of the Released Persons that, if known by him or her, might have affected his or her
11 settlement with, and release of, the Released Persons, or might have affected his or her decision not
12 to object to and/or to participate in this Settlement Agreement. With respect to any and all Released
13 Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff intends to and
14 expressly shall have, and each of the other members of the Settlement Class intend to and shall be
15 deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and
16 benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and
17 benefits conferred by any law of any state, province, or territory of the United States (including,
18 without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602;
19 North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar,
20 comparable, or equivalent to California Civil Code §1542, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
22 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
23 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
24 THE TIME OF EXECUTING THE RELEASE, AND THAT, IF
25 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE
27 DEBTOR OR RELEASED PARTY.

26 Members of the Settlement Class, including Plaintiff, may hereafter discover facts in
27 addition to, or different from, those that they, and any of them, now know or believe to be true with
28 respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each

1 other member of the Settlement Class shall be deemed to have, and by operation of the Judgment
2 shall have, upon the Effective Date, fully, finally and forever settled and released any and all
3 Released Claims. The Settling Parties acknowledge, and members of the Settlement Class shall
4 be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a
5 material element of the Settlement Agreement of which this release is a part.

6 1.30 “United States” as used in this Settlement Agreement includes all fifty states, the
7 District of Columbia and all territories.

8 1.31 “Valid Claims” means Settlement Claims in an amount approved by the Claims
9 Administrator or found to be valid through the claims processing and/or Dispute Resolution
10 process.

11 **2. Settlement Benefits**

12 2.1 Lost-Time Benefit. Each member of the Settlement Class who does not have a
13 California mailing address and who submits a Valid Claim using the Claim Form is eligible to
14 claim up to three (3) hours of time spent mitigating the effects of the Data Incident at \$20 per hour,
15 not to exceed \$60, provided that the Settlement Class Member attests, under oath, that he or she
16 expended a specific amount of personal time (expressed in hours) investigating or responding to
17 the Data Incident.

18 This benefit can be combined with Extraordinary Expense Reimbursement, ¶ 2.3, and
19 Identity-Theft Protection, ¶ 2.4. This benefit shall not, however, be combined with the Cash
20 Payment for California resident Settlement Class Members, ¶ 2.2. All Settlement Class Members
21 who make a Valid Claim shall be subject to the \$5,000 per-Settlement-Class-Member cap on
22 compensation from Maxim expressed in ¶ 2.3.

1 2.2 Cash Payment for Settlement Class Members Who Had a Valid California
2 Residence at the Time of the Data Incident. All Settlement Class Members with a valid California
3 address at the time of the Data Incident who submit a Valid Claim using the Claim Form are eligible
4 to receive a payment of \$100 provided that the Settlement Class Member attests, under oath, that
5 he or she was a resident of the State of California, at some point between October 1, 2020 and
6 December 4, 2020.

7 This benefit can be combined with Extraordinary Expense Reimbursement, ¶ 2.3, and
8 Identity-Theft Protection, ¶ 2.4. This benefit shall not, however, be combined with the Lost-Time
9 Benefit, ¶ 2.1. All Settlement Class Members who make a Valid Claim shall be subject to the
10 \$5,000 per-Settlement-Class-Member cap on compensation from Maxim expressed in ¶ 2.3.

11 2.3 Extraordinary Expense Reimbursement: All members of the Settlement Class who
12 have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are
13 eligible for reimbursement for that loss in an amount up to \$5,000 if: (1) the loss is an actual,
14 documented and unreimbursed monetary loss; (2) the loss was more likely than not caused by the
15 Data Incident; (3) the loss occurred between October 1, 2020 and the Claims Deadline; and (4) the
16 loss is not for time expended, ¶ 2.1, or statutory damages, ¶ 2.2; and (5) the member of the
17 Settlement Class made reasonable efforts to avoid, or seek reimbursement for, the loss, including
18 but not limited to exhaustion of all available credit monitoring insurance and identity theft
19 insurance.

20 Members of the Settlement Class seeking reimbursement under ¶ 2.3 must submit a Claim
21 Form to the Claims Administrator, postmarked or submitted online on or before the 90th day after
22 the Notice Commencement Date. The notice to the class will specify this deadline and other
23 relevant dates described herein. The Claim Form must be verified by the member of the Settlement
24 Class with a statement that his or her claim is true and correct, to the best of his or her knowledge
25 and belief. Notarization shall not be required. The member of the Settlement Class must submit
26 reasonable documentation that the out-of-pocket expenses and charges claimed were both actually
27 incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation
28 of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in

1 denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant
2 to the provisions stated in ¶ 2.5.

3 2.4 Identity-Theft Protection. All members of the Settlement Class shall automatically
4 receive 12 months of free identity-theft protection, called “Financial Shield” by Pango. The code
5 to claim this Identity-Theft Protection shall be printed on the Short Notice. “Financial Shield”
6 includes, at least, the following, or similar, services:

- 7 a) Up to \$1 Million Dollars reimbursement insurance covering losses due to
8 identity theft and stolen funds;
- 9 b) Financial transaction monitoring, including monitoring of all financial
10 accounts registered by the Settlement Class Member, such as credit card
11 accounts, bank accounts (checking and savings) and investment accounts,
12 for transactions exceeding selected thresholds;
- 13 c) Continuous monitoring for high-risk transactions, including payday loans,
14 wire transfers, and account openings, that involve the Settlement Class
15 Member’s personal information;
- 16 d) Notification of attempts to use the Settlement Class Member’s Social
17 Security Number as part of an identity verification event, such as requesting
18 a replacement credit or debit card; filing an insurance claim; updating
19 personal information on an existing account; and/or opening a new account;
- 20 e) Fictitious identity monitoring, which notifies the Settlement Class Member
21 when his or her Social Security Number is being used in association with
22 someone else’s name and/or address;
- 23 f) Online tax fraud monitoring and alerts, which monitors online income tax
24 filings through TurboTax and alerts the Settlement Class Member if a tax
25 return is filed using his or her Social Security Number;
- 26 g) Home title monitoring, including monitoring properties identified by a
27 Settlement Class Member and notifying the Settlement Class Member when
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1 an existing property title is changed, removed, or new titles are added to his
2 or her name;

3 h) Dark web monitoring, which continuously monitors the dark web for the
4 Settlement Class Member's personal information;

5 i) Public record monitoring, which monitors public records for address
6 changes, automotive tickets, and arrests associated with the Settlement
7 Class Member's name and Social Security number;

8 j) Credit security freeze assistance, which provides the Settlement Class
9 Member a central location to link to one of ten different consumer reporting
10 agencies to freeze and unfreeze his or her credit files;

11 k) Lost wallet protection, which provides a customer support line where the
12 Settlement Class Member can receive help in canceling and replacing lost
13 credit cards; and

14 l) Customer support and victim assistance.

15 2.5 Dispute Resolution for Claims.

16 2.5.1 The Claims Administrator, in its sole discretion to be reasonably
17 exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the claimant
18 has provided all information needed to complete the Claim Form, including any documentation that
19 may be necessary to reasonably support the Extraordinary Expense Reimbursement described in ¶
20 2.3; and (3) the information submitted could lead a reasonable person to conclude that more likely
21 than not the claimant has suffered the claimed losses as a result of the Data Incident. The Claims
22 Administrator may, at any time, request from the claimant, in writing, additional information as the
23 Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, documentation
24 requested on the Claim Form, information regarding the claimed losses, available insurance and
25 the status of any claims made for insurance benefits, and claims previously made for identity theft
26 and the resolution thereof. For any such Claims that the Claims Administrator determines to be
27 implausible, the Claims Administrator will submit those Claims to the Settling Parties (one
28 Plaintiff's lawyer shall be designated to fill this role). If the Settling Parties do not agree with the

1 Claimant's Claim, after meeting and conferring, then the Claim shall be referred for resolution to
2 the claim referee, to be selected by the Parties if needed. Any costs associated with work performed
3 by the claims referee shall be paid by Maxim.

4 2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a
5 Claim Form that is not accompanied by sufficient documentation to determine whether the claim
6 is facially valid, the Claims Administrator shall request additional information and give the
7 claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim
8 Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30)
9 days from the Effective Date, whichever comes later. In the event of unusual circumstances
10 interfering with compliance during the 30-day period, the claimant may request and, for good cause
11 shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties
12 in possession of required information, etc.), shall be given a reasonable extension of the 30-day
13 deadline in which to comply; however, in no event shall the deadline be extended to later than one
14 year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and
15 there shall be no obligation to pay the claim.

16 2.5.3 If any dispute is submitted to the claims referee, the claims referee
17 may approve the Claims Administrator's determination by making a ruling within fifteen (15) days.
18 The claims referee may make any other final determination of the dispute or request further
19 supplementation of a claim within thirty (30) days. The claims referee's determination shall be
20 based on whether the claims referee is persuaded that the claimed amounts are reasonably supported
21 in fact and were more likely than not caused by the Data Incident. The claims referee shall have
22 the power to approve a claim in full or in part. The claims referee's decision will be final and non-
23 appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims
24 referee, including by either providing supplemental information as requested or, alternatively,
25 signing an authorization allowing the claims referee to verify the claim through third-party sources,
26 and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall
27 make a final decision within thirty (30) days of receipt of all supplemental information requested.
28

1 2.6 Business Practices Changes. Plaintiff has received assurances that Maxim has
2 implemented or will implement certain reasonable steps to adequately secure its systems and
3 environments, including taking the steps listed in EXHIBIT E to this Agreement (which is not
4 attached due to its confidential nature), which may be filed under seal.

5 2.7 Confirmatory Discovery. Maxim has provided or will provide reasonable access
6 to confidential confirmatory discovery regarding the number of Settlement Class Members and
7 states of residence, the facts and circumstances of the Data Incident and Maxim’s response thereto,
8 and the changes and improvements that have been made or are being made to further protect
9 Settlement Class Members’ PII.

10 2.8 Settlement Expenses. All costs for notice to the Settlement Class as required under
11 ¶¶ 3.1 and 3.2, Costs of Claims Administration under ¶¶ 8.1, 8.2, and 8.3, and the costs of Dispute
12 Resolution described in ¶ 2.5, shall be paid by Maxim.

13 2.9 Settlement Class Certification. The Settling Parties agree, for purposes of this
14 settlement only, to the certification of the Settlement Class. If the settlement set forth in this
15 Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated
16 or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and
17 the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall
18 proceed as though the Settlement Class had never been certified, without prejudice to any Person’s
19 or Settling Party’s position on the issue of class certification or any other issue. The Settling
20 Parties’ agreement to the certification of the Settlement Class is also without prejudice to any
21 position asserted by the Settling Parties in any other proceeding, case or action, as to which all of
22 their rights are specifically preserved.

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

24 3.1. As soon as practicable after the execution of the Settlement Agreement, Proposed
25 Settlement Class Counsel and counsel for Maxim shall jointly submit this Settlement Agreement
26 to the Court, and Proposed Settlement Class Counsel will file a motion for preliminary approval of
27 the settlement with the Court requesting entry of a Preliminary Approval Order in the form to be
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1 agreed upon by the parties, or an order substantially similar to such form in both terms and cost,
2 requesting, among other things:

- 3 a) certification of the Settlement Class for settlement purposes only pursuant
4 to ¶ 2.9;
- 5 b) preliminary approval of the Settlement Agreement as set forth herein;
- 6 c) appointment of Proposed Settlement Class Counsel as Settlement Class
7 Counsel;
- 8 d) appointment of Plaintiff as Class Representative;
- 9 e) approval of a customary form of Short Notice to be mailed to Settlement
10 Class Members in a form substantially similar to the one attached as
11 EXHIBIT C;
- 12 f) approval of the Long Notice to be posted on the Settlement Website in a
13 form substantially similar to the one attached as EXHIBIT B, which,
14 together with the Short Notice, shall include a fair summary of the parties'
15 respective litigation positions, the general terms of the settlement set forth
16 in the Settlement Agreement, instructions for how to object to or opt-out of
17 the settlement, the process and instructions for making claims to the extent
18 contemplated herein, and the date, time and place of the Final Fairness
19 Hearing; and
- 20 g) appointment of Kroll Settlement Administration as the Claims
21 Administrator.

22 The Short Notice and Long Notice have been reviewed and approved by the Claims
23 Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the
24 Court for approval.

25 3.2 Maxim shall pay for providing notice to the Settlement Class in accordance with
26 the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims
27 Administration. As set forth in ¶ 7 below, attorneys' fees, costs, and expenses of Settlement Class
28

1 Counsel, and service awards to Class Representatives, after court approval, shall be paid by Maxim.

2 Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

3 a) *Class Member Information:* No later than fourteen (14) days after entry of the
4 Preliminary Approval Order, Maxim shall provide the Claims Administrator with
5 the name and last known physical address of each Settlement Class Member
6 (collectively, “Class Member Information”) that Maxim possesses.

- 7 • The Class Member Information and its contents shall be used by the Claims
8 Administrator solely for the purpose of performing its obligations pursuant
9 to this Settlement Agreement and shall not be used for any other purpose at
10 any time. Except to administer the settlement as provided in this Settlement
11 Agreement, or provide all data and information in its possession to the
12 Settling Parties upon request, the Claims Administrator shall not reproduce,
13 copy, store, or distribute in any form, electronic or otherwise, the Class
14 Member Information.

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

25 c) *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval
26 Order and to be substantially completed not later than forty-five (45) days after entry
27 of the Preliminary Approval Order, and subject to the requirements of this
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1 Agreement and the Preliminary Approval Order, the Claims Administrator will
2 provide notice to the Settlement Class as follows:

- 3 • To all class members via mail to the postal address of the Settlement Class
4 Members maintained in Maxim’s records. Before any mailing under this
5 Paragraph 3.2(c) occurs, the Claims Administrator shall run the postal
6 addresses of Settlement Class Members through the United States Postal
7 Service (“USPS”) National Change of Address database to update any
8 change of address on file with the USPS;
- 9 • In the event that a mailed Short Notice is returned to the Claims
10 Administrator by the USPS because the address of the recipient is no longer
11 valid, and the envelope contains a forwarding address, the Claims
12 Administrator shall re-send the Short Notice to the forwarding address
13 within seven (7) days of receiving the returned Short Notice;
- 14 • In the event that subsequent to the first mailing of a Short Notice, and at least
15 fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short
16 Notice is returned to the Claims Administrator by the USPS because the
17 address of the recipient is no longer valid, *i.e.*, the envelope is marked
18 “Return to Sender” and does not contain a new forwarding address, the
19 Claims Administrator shall perform a standard skip trace, in the manner that
20 the Claims Administrator customarily performs skip traces, in an effort to
21 attempt to ascertain the current address of the particular Settlement Class
22 Member in question and, if such an address is ascertained, the Claims
23 Administrator will re-send the Short Notice within seven (7) days of
24 receiving such information. This shall be the final requirement for mailing.

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

- 1 e) A toll-free help line shall be made available to provide Settlement Class Members
2 with additional information about the settlement. The Claims Administrator also
3 will provide copies of the forms of Short Notice, Long Notice, and paper Claim
4 Form, as well as this Settlement Agreement, upon request; and
- 5 f) Contemporaneously with seeking Final Approval of the Settlement, Proposed
6 Settlement Class Counsel and Maxim’s counsel shall cause to be filed with the Court
7 an appropriate affidavit or declaration with respect to complying with this provision
8 of notice.

9 3.3 The Short Notice, Long Notice, and other applicable communications to the
10 Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and
11 agreement with the Settling Parties, as may be reasonable and consistent with the Court’s
12 Preliminary Approval Order. The Notice Program shall commence within thirty (30) days after
13 entry of the Preliminary Approval Order and shall be completed within forty-five (45) days after
14 entry of the Preliminary Approval Order.

15 3.4 Proposed Settlement Class Counsel and Maxim’s counsel shall request that after
16 notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval
17 of the settlement set forth herein.

18 **4. Opt-Out Procedures**

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

24 4.2 All Persons who submit valid and timely notices of their intent to opt-out of the
25 Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any
26 benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within
27 the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set
28

1 forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered
2 thereon.

3 4.3 In the event that within ten (10) days after the Opt-Out Date as approved by the
4 Court, there have been more than 50 timely and valid Opt-Outs submitted, Maxim may, by
5 notifying Proposed Settlement Class Counsel and the Court in writing, void this Settlement
6 Agreement. If Maxim voids the Settlement Agreement pursuant to this paragraph, Maxim shall be
7 obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and
8 expenses of Proposed Settlement Class Counsel and service awards.

9 **5. Objection Procedures**

10 5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall
11 submit a timely written notice of his or her objection by the Objection Date. Such notice shall state:
12 (i) the objector's full name and address; (ii) the case name and docket number – *Michael Wilson v.*
13 *Maxim Healthcare Services, Inc.*, Case No.: 37-2022-00046497-CU-MC-CTL; (iii) information
14 identifying the objector as a Settlement Class Member, including proof that the objector is a
15 member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original
16 notice of the Data Incident, or a statement explaining why the objector believes he or she is a
17 Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied
18 by any legal support for the objection the objector believes applicable; (v) the identity of any and
19 all counsel (if any) representing the objector in connection with the objection; (vi) a statement
20 whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii)
21 the objector's signature or the signature of the objector's duly authorized attorney or other duly
22 authorized representative (if any) representing him or her in connection with the objection. To be
23 timely, written notice of an objection in the appropriate form (as outlined in this ¶ 5.1) must be
24 mailed, with a postmark date no later than sixty (60) days from the Notice Commencement Date,
25 to Proposed Settlement Class Counsel, M. Anderson Berry, Clayeo C. Arnold, A Professional Law
26 Corp., 865 Howe Avenue, Sacramento, CA 95825, and counsel for Maxim, Casie D. Collignon,
27 Baker & Hostetler, LLP, 1801 California Street, Suite 4400, Denver, Colorado 80202-2662. In the
28 alternative to the foregoing mailing procedure, the objector or his or her counsel may also file

1 Objections (in the form outlined in this ¶ 5.1) with the Settlement Administrator, by mailing a copy
2 with a postmark date no later than sixty (60) days from the Notice Commencement Date to the
3 dedicated post-office box established by the Settlement Administrator for receiving
4 correspondence. For all objections received, Proposed Settlement Class Counsel will file them
5 with the Court as an exhibit to the Motion for Final Approval of the Settlement.

6 5.2 Any Settlement Class Member who fails to comply with the requirements for
7 objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately
8 and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement
9 Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means
10 for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without
11 limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this
12 Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to
13 appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

14 **6. Releases**

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

23 6.2 Upon the Effective Date, Maxim shall be deemed to have, and by operation of the
24 Judgment shall have, fully, finally, and forever released, relinquished, and discharged,
25 Representative Plaintiff, each and all of the Settlement Class Members and Proposed Settlement
26 Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the
27 institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims,
28 except for enforcement of the Settlement Agreement. Any other claims or defenses Maxim may

1 have against such Persons including, without limitation, any claims based upon or arising out of
2 any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons
3 that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or
4 resolution of the Litigation or the Released Claims are specifically preserved and shall not be
5 affected by the preceding sentence.

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

10 **7. Plaintiff's Attorneys' Fees, Costs, and Expenses; Service Award to**
11 **Representative Plaintiff**

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

19 7.2 Proposed Settlement Class Counsel will seek, and Maxim has agreed not to oppose,
20 an order from the Court awarding \$195,000.00 to Proposed Settlement Class Counsel for attorneys'
21 fees, inclusive of any costs and expenses of the Litigation. Proposed Settlement Class Counsel, in
22 their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses
23 awarded by the Court among Plaintiff's Counsel.

24 7.3 Proposed Settlement Class Counsel will seek an order from the Court awarding a
25 \$2,500 service award to the Class Representative.

26 7.4 If awarded by the Court, Maxim shall pay the attorneys' fees, costs, expenses, and
27 service awards to Plaintiff, as set forth above in ¶¶ 7.2, 7.3, and this ¶ 7.4, within 30 days after the
28 Effective Date. Service awards to Class Representatives and attorneys' fees, costs, and expenses

1 will be mailed to M. Anderson Berry, Clayeo C. Arnold, A Professional Law Corp., 865 Howe
2 Avenue, Sacramento, CA 95825. Proposed Settlement Class Counsel shall thereafter distribute the
3 award of attorneys' fees, costs, and expenses among Proposed Settlement Class Counsel and the
4 service award to Plaintiff consistent with ¶¶ 7.2 and 7.3.

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

13 **8. Administration of Claims**

14 8.1 The Claims Administrator shall administer and calculate the claims submitted by
15 Settlement Class Members under ¶¶ 2.1, 2.2, 2.3 and 2.4. Proposed Settlement Class Counsel and
16 counsel for Maxim shall be given reports as to both claims and distribution, and have the right to
17 review and obtain supporting documentation and challenge such reports if they believe them to be
18 inaccurate or inadequate. The Claims Administrator's and claims referee's, as applicable,
19 determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the
20 dispute resolution process set forth in ¶ 2.5. All claims agreed to be paid in full by Maxim shall be
21 deemed valid.

22 8.2 Checks for Valid Claims shall be mailed and postmarked within thirty (30) days of
23 the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is
24 later.

25 8.3 All Settlement Class Members who fail to timely submit a claim for any benefits
26 hereunder within the time frames set forth herein, or such other period as may be ordered by the
27 Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits
28

1 pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by,
2 the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

3 8.4 No Person shall have any claim against the Claims Administrator, claims referee,
4 Maxim, Proposed Settlement Class Counsel, Plaintiff, and/or Maxim's counsel based on
5 distributions of benefits to Settlement Class Members.

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

7 9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of
8 the following events:

- 9 a) the Court has entered the Order of Preliminary Approval and Publishing of Notice
10 of a Final Fairness Hearing, as required by ¶ 3.1;
- 11 b) Maxim has not exercised its option to terminate the Settlement Agreement pursuant
12 to ¶ 4.3;
- 13 c) the Court has entered the Judgment granting final approval to the settlement as set
14 forth herein; and
- 15 d) the Judgment has become Final, as defined in ¶ 1.11.

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

19 9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall
20 furnish to Proposed Settlement Class Counsel and to Maxim's counsel a complete list of all timely
21 and valid requests for exclusion (the "Opt-Out List").

22 9.4 In the event that the Settlement Agreement or the releases set forth in paragraphs
23 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement
24 Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to
25 their respective positions in the Litigation and shall jointly request that all scheduled litigation
26 deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or
27 Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have
28 no further force and effect with respect to the Settling Parties and shall not be used in the Litigation

1 or in any other proceeding for any purpose, and any judgment or order entered by the Court in
2 accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.
3 Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court
4 or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs,
5 expenses, and/or service awards shall constitute grounds for cancellation or termination of the
6 Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the
7 contrary, Maxim shall be obligated to pay amounts already billed or incurred for costs of notice to
8 the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 2.5 above and
9 shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel
10 to any other party to the Litigation.

11 **10. Miscellaneous Provisions**

12 10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this
13 Settlement Agreement; (ii) agree to cooperate to the extent reasonably necessary to effectuate and
14 implement all terms and conditions of this Settlement Agreement; and (iii) to exercise their best
15 efforts to accomplish the terms and conditions of this Settlement Agreement.

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

25 10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act
26 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
27 settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
28 validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the

1 Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
2 of, any fault or omission of any of the Released Persons in any civil, criminal or administrative
3 proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may
4 file the Settlement Agreement and/or the Judgment in any action that may be brought against them
5 or any of them in order to support a defense or counterclaim based on principles of *res judicata*,
6 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of
7 claim preclusion or issue preclusion or similar defense or counterclaim.

8 10.4 The Settlement Agreement may be amended or modified only by a written
9 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10 10.5 This Agreement contains the entire understanding between Maxim and Plaintiff
11 regarding the payment of the Litigation settlement and supersedes all previous negotiations,
12 agreements, commitments, understandings, and writings between Maxim and Plaintiff in
13 connection with the payment of the Litigation settlement. Except as otherwise provided herein,
14 each party shall bear its own costs..

15 10.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly
16 authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the
17 Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are
18 expressly authorized to enter into any modifications or amendments to the Settlement Agreement,
19 agreed to by Maxim, on behalf of the Settlement Class which they deem appropriate in order to
20 carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

21 10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any
22 party hereto hereby warrants that such Person has the full authority to do so.

23 10.8 The Settlement Agreement may be executed in one or more counterparts. All
24 executed counterparts and each of them shall be deemed to be one and the same instrument. A
25 complete set of original executed counterparts shall be filed with the Court.

26 10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the
27 successors and assigns of the parties hereto.
28

1 10.10 The Court shall retain jurisdiction with respect to implementation and enforcement
2 of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the
3 Court for purposes of implementing and enforcing the settlement embodied in the Settlement
4 Agreement.

5 10.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and
6 “him” means “him, her, or it.”

7 10.12 All dollar amounts are in United States dollars (USD).

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

20 10.14 All agreements made, and orders entered, during the course of the Litigation
21 relating to the confidentiality of information shall survive this Settlement Agreement.
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28

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

3 Date: _____

4 M. Anderson Berry (SBN 262879)
5 Gregory Haroutunian (SBN 330263)
6 **CLAYEO C. ARNOLD, A PROFESSIONAL LAW CORP.**
7 865 Howe Avenue
8 Sacramento, CA 95825
9 Telephone: (916) 239-4778
10 Fax: (916) 924-1829
11 Email: aberry@justice4you.com
12 gharoutunian@justice4you.com

13 John J. Nelson (SBN 317598)
14 **MILBERG COLEMAN BRYSON**
15 **PHILLIPS GROSSMAN, PLLC**
16 401 W Broadway, Suite 1760
17 San Diego, CA 92101
18 Tel.: (858) 209-6941
19 Email: jnelson@milberg.com

Attorneys for Plaintiff and the Proposed Class



20 Date: February 2, 2023

21 Matthew D. Pearson (294302)
22 **BAKER & HOSTETLER LLP**
23 600 Anton Boulevard
24 Suite 900
25 Costa Mesa, CA 92626-7221
26 Telephone: 714.754.6600
27 Facsimile: 714.754.6611
28 Email: mpearson@bakerlaw.com

Attorneys for Maxim Healthcare Services, Inc.