

**THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
TACOMA DIVISION**

DONNA BRIM, KIMBERLY PERRY, AND
JANET TURNER LAMONICA, as individuals
and on behalf of all others similarly situated,

Plaintiffs,

v.

PRESTIGE CARE, INC.

Defendant.

Case No. 3:24-cv-05133-BHS

**DECLARATION OF KEVIN BALHOFF IN
SUPPORT OF FINAL APPROVAL**

DECLARATION OF KEVIN BALHOFF

I, Kevin Balhoff, hereby declare and state as follows:

I. Introduction

1. ***Personal Information.*** I am a Project Manager for Eisner Advisory Group, LLC (“EisnerAmper”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit A**) and the effectiveness of our class action notice plans. EisnerAmper was retained as the Settlement Administrator in this case, and, as the project manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. ***The Capacity and Basis of this Declaration and Verification.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our Partners.

¹ As of May 21, 2023, the directors & employees of Postlethwaite & Netterville, APAC (“P&N”) joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

3. As the duly appointed Settlement Administrator, I verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

II. Background

4. **Preliminary Approval.** On December 2, 2024, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.

5. **The Purpose of this Declaration and Verification.** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. Class Action Fairness Act Notice ("CAFA")

6. **CAFA Notice.** On December 19, 2024, pursuant to 28 U.S.C. §1715(b), EisnerAmper, on behalf of the Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. states, District of Columbia, Puerto Rico, as well as the Attorney General of the United States. As of April 7, 2025, EisnerAmper has not received any objection from any Attorney General. A copy of the CAFA Notice and service list are attached as **Exhibit B**.

IV. Class Notice Program Execution

7. **Notice Database.** EisnerAmper maintains a database of 44,967 Settlement Class Members ("Class Notice List") which was used to effectuate the Notice Program as outlined within the Settlement Agreement. EisnerAmper received the class data on December 9, 2024, in an Excel file with a total of 45,117 records. After deduplicating the data, EisnerAmper determined that the Settlement Class Member population consists of 44,967 unique records. These records were sent through a process to identify decedents, and if the Class Members were deceased, identify their next of kin. EAG, through this process, found 3,831 class members were deceased at the time of notice and identified a valid next of kin for 3,615 Class Members. Of the 44,967 class members, 44,915 had an address sufficient to attempt mailing.

8. ***Mail Notice.*** EisnerAmper coordinated and caused the Short Form Notice in the form of a double postcard to be mailed via First-Class Mail (“Postcard Notice”) to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (a) the web address to the case website for access to submit a claim and provide additional information, (b) rights and options as a Settlement Class Member and the dates by which to act on those options, and (c) the date of the Final Approval Hearing. The Notice mailing commenced on or before January 2, 2025, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit C**.

9. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses.

10. ***Mail Notice Delivery.*** In the initial mailing campaign, EisnerAmper executed mailings to 44,915 Settlement Class Members with complete mailing information. EisnerAmper also executed supplemental mailings for 8,962 Settlement Class Members for which the initial postcard was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using the LexisNexis third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail notice delivery statistics are detailed in Section 15 below.

11. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box for the Notice Program:

Prestige Care Settlement Administrator
PO Box 631
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple

locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Settlement Website.*** On January 2, 2025, EisnerAmper published the Settlement Website, www.PrestigeCareDataSettlement.com. Visitors to the Settlement Website can download the Long Form Notice (English & Spanish), the Claim Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, the Preliminary Approval Order, Orders of the Court, and other relevant documents. Visitors were also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of April 7, 2025, the Settlement Website received 6,976 unique visits.

13. ***Toll-Free Number.*** On January 2, 2025, EisnerAmper established a dedicated toll-free telephone number, 1-844-730-6791, which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the toll-free number. The toll-free number appeared in all Notices, as well as in multiple locations on the Settlement Website. The toll-free number will remain active through the close of this Settlement Program.

14. ***Email Support.*** EisnerAmper established an Email address, info@PrestigeCareDataSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

V. **Notice Program Reach**

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 44,915 (99.88%) Settlement Class Members for which a mail or email address were available. As of April 7, 2025, the Notice Program reached a total of 40,209 (89.42%) of Settlement Class

Members. Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Class Members	44,967	100.00%
Mail Notice		
Total Notices Mailed Initial Mailing	44,915	99.88%
Notices Returned as Undeliverable	12,429	27.64%
Re-Mail Notice		
Total Notices Re-Mailed	8,962	19.93%
Total Notices Re-Mailed Returned Undeliverable	1,239	2.76%
Notice Program Reach		
(=) Received Direct Notice	40,209	89.42%

VI. Claim Activity

16. ***Claim Intake and Processing.*** The online claim submission feature was available beginning January 2, 2025. As of April 7, 2025, EisnerAmper has received a total of 3,173 claims submissions, of which 3,068 claims have been determined to be non-duplicative and from Settlement Class Members. Table 2 below provides summary statistics of claim submissions received as of April 7, 2025.

Table 2: Claim Statistics	
Description	Volume (#)
Total Claims Received	3,173
(-) Duplicate Claims Identified	55
(-) Invalid Claims - Not a Class Member/Materially Deficient	50
(-) Invalid Claims - Late	0
(=) Net Claims Received	3,068

Table 3 below provides a summary of EisnerAmper's determination for the net claims received by category and the associated dollar amount approved. EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of April 2, 2025.

Table 3: Claims Summary			
Claim Form Category	Claimed	Reviewed	Approved
Alternative Cash Payment (Count)	2,679	2,679	2,679
Alternative Cash Payment (\$50 per claim)	\$ 133,950.00	\$ 133,950.00	\$ 133,950.00
Credit Monitoring (Count)	1,282	1,282	1,282
Out of Pocket Loss (Count)	15	15	3
Out of Pocket Loss (Dollars)	\$ 5,124.15	\$ 5,124.15	\$ 1,139.99
Lost Time (Count)	81	81	81
Lost Time Hours (Count)	319	319	319
Lost Time Hours (\$25 Dollars per hour)	\$ 7,975.00	\$ 7,975.00	\$ 7,975.00
Consequential Damages (Count)	13	13	0
Consequential Damages (Dollars)	\$ 34,075.63	\$ 34,075.63	\$ -

VII. Exclusions and Objections

17. ***Exclusions (Opt-Outs) Received.*** EisnerAmper has received one (1) exclusion request from Settlement Class Members as of April 7, 2025. The deadline to submit a request for exclusion was March 3, 2025. A list of individuals who have timely requested exclusion from the Settlement is attached hereto as **Exhibit D**.

18. ***Settlement Objections.*** To date, EisnerAmper has received zero objections from Settlement Class Members. The deadline to object to the Settlement was March 3, 2025.

VIII. Costs of Notice Program

19. ***Costs of Notice Program.*** EisnerAmper has incurred \$80,486 in Notice and Administrative Expenses to date. Eisner Amper estimates to incur an additional \$16,060 through completion of the case, for a total of \$96,546 in Notice and Administration Expenses.

IX. Certification

I, Kevin Balhoff, declare under the penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Executed on this 7th day of April, 2025 at Atlanta, Georgia.


Kevin Balhoff

Exhibit A: CV of EisnerAmper



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

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Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.



EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
- (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class....was the best practicable notice under the circumstances. The Class Notice program....was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc.**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



- ***Fabricant v. Amerisave Mortgage Corporation***, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.***, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.***, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*



Exhibit B: CAFA Notice



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax

December 17, 2024

By Certified Mail

Federal and State Officials
as listed in Attachment 1

Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),
Brim, et al., v. Prestige Care, Inc., Case No. 3:24-cv-05133-BHS (W.D. Wash)

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the Parties to the action referenced above (the “Parties”) regarding the Motion for Preliminary Approval of a Proposed Settlement filed on December 2, 2024. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).

The proposed settlement resolves the class action lawsuit brought by Donna Brim, Kimberly Perry, and Janet Turner Lamonica (“Representative Plaintiffs”) against Prestige Care, Inc. (“Prestige” or “Defendant”) relating to a data security incident that occurred on or about September 7, 2023 (the “Data Incident”). On April 30, 2024, Representative Plaintiffs filed a Consolidated Amended Class Action Complaint.

The complaint (“Complaint”) asserts six causes of action, all of which allegedly arise from the Data Incident: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) unjust enrichment; (5) declaratory judgement; and (6) violations of the Washington State Consumer Protection Act, RCW 19.86.010, *et seq.* Representative Plaintiffs seek to represent a putative class defined as “all individuals to who Prestige Care sent notice of the Data Incident”. Prestige Care denies all claims alleged against it and denies all charges of wrongdoing or liability.

In accordance with 28 U.S.C. § 1715(b), the enclosed disc includes:

- a. Exhibit 1: A copy of the Class Action Complaint filed on February 16, 2024;
- b. Exhibit 2: A copy of the Consolidated Amended Class Action Complaint filed on April 30, 2024;
- c. Exhibit 3: The Plaintiffs’ Unopposed Motion for Preliminary Approval filed on November 25, 2024;
- d. Exhibit 4: The Settlement Agreement filed with the Court as a part of the Unopposed Motion For Preliminary Approval on November 25, 2024;
- e. Exhibit 5: The Order Granting Preliminary Approval filed on December 2, 2024;
- f. Exhibit 6: Per 28 U.S.C. §§ 1715(b)(7)(A)-(B), the counts of potential class members by state.

Settlement Class Members may submit a claim for (a) up to \$400 in Out-of-Pocket Losses, up to \$100 in Lost Time, and/or up to \$5,000 in Consequential Damages OR (b) a \$50 Alternative Cash Payment. Settlement Class Members may also make a claim for 3 years of credit monitoring and identity protection services.

The Honorable Benjamin H. Settle of the United States District Court for the Western District of Washington granted Plaintiff's Unopposed Motion for Preliminary Approval on December 2, 2024. A Final Approval Hearing is scheduled to be held on April 21, 2025, at 3:00 PM, in the United States District Court for the Western District of Washington, 1717 Pacific Ave, Tacoma, Washington.

There are no other agreements between Class Counsel and counsel for Defendant, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. If you have any question about this notice or the enclosed materials, please contact us.

Sincerely,

Kevin Balhoff
EisnerAmper as *Settlement Administrator*
Brim, et al., v. Prestige Care, Inc.

cc by email:

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gmason@masonllp.com

dperry@masonllp.com

*Attorneys for the Representative Plaintiff and the
Plaintiff Class(es)*



CAFA Notice Service List

Brim, et al., v. Prestige Care, Inc, Case No. 3:24-cv-05133-BHS (W. D. Wash)

Name1	Name2	Address1	Address2	Address3	City	State	Zip
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610
Office of the Attorney General		PO Box 7			Pago Pago	AS	96799
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106
Office of the Attorney General		441 4th Street NW, Suite 1100S			Washington	DC	20001
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Tamuning	GU	96913
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202
Office of the Attorney General		6 State House Station			Augusta	ME	04333
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102
Office of the Attorney General		Administrative Building	PO Box 10007		Saipan	MP	96950
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509
Office of the Attorney General		33 Capitol Street			Concord	NH	03301
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701
Office of the Attorney General		The Capitol			Albany	NY	12224-0341
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802
Office of the Attorney General		109 State Street			Montpelier	VT	05609
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002

Exhibit C: Postcard Notice

Prestige Care Data Incident
Claim Form

Member ID: [claim Id]

Complete this Claim Form if you wish to receive Credit Monitoring and/or an Alternative Cash Payment. If you want to submit a claim for Expense Reimbursement, visit www.PrestigeCareDataSettlement.com to submit your Claim Form and supporting documentation online or to download a Claim Form to complete and return by mail.

CREDIT MONITORING SERVICES

Check the box below and provide your email address if you wish to receive three (3) years of credit monitoring services. Credit monitoring codes will be sent separately after the Court grants final approval of the Settlement.

☐ Email Address: _____

ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive a \$50 alternative cash payment in lieu of expense reimbursement. The amount of the alternative cash payment will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

PAYMENT SELECTION

☐ Paypal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Attestation & Signature: I swear and affirm under penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature: _____ Print Name: _____ Date (mm/dd/yyyy): _____



UP43

Postal Service: Do Not Mark or Cover Barcode

ELECTRONIC SERVICE REQUESTED
SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS1]
[ADDRESS2]
[CITY] [STATE] [ZIP]

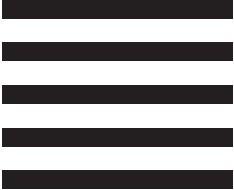
PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

Prestige Care Settlement Claims Administrator
P.O. Box 631
Baton Rouge, LA 70821

Legal Notice
TO BE OPENED
BY THE INTENDED
RECIPIENT ONLY.
A court authorized
this Notice.
This is not a solicitation
from a lawyer.



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE, LA

POSTAGE WILL BE PAID BY ADDRESSEE

Prestige Care Settlement Claims Administrator
P.O. BOX 631
BATON ROUGE, LA 70821-9803



1-844-730-6791 **www.PrestigeCareDataSettlement.com**

A proposed settlement has been reached in a lawsuit entitled *Brim, et al., v. Prestige Care, Inc.*, Case No. 3:24-cv-05133-BHS (W.D. Wash.) relating to a September 2023 Data Incident during which cybercriminals potentially accessed files that contained individuals' private information. The Defendant denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims.

Am I Included? Yes. Defendant's records indicate your information may have been involved in the Data Incident.

The Settlement Benefits. The Settlement provides for Expense Reimbursement or an Alternative Cash Payment, and/or Credit Monitoring for Settlement Class Members who submit a Valid Claim, up to an aggregate cap of \$700,000.00. Please visit www.PrestigeCareDataSettlement.com for complete information about the Settlement Benefits.

Monetary Relief: Up to \$400 for documented out of pocket losses, \$100 for lost time, and \$5,000 for extraordinary documented, unreimbursed costs that were incurred and arose from the Data Incident, OR an Alternative Cash Payment of \$50.

Credit Monitoring: Three (3) years of credit monitoring services.

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at www.PrestigeCareDataSettlement.com or by mailing a completed Claim Form postmarked no later than April 2, 2025 to the Claims Administrator. If you do not submit a Claim Form, you will not receive any Settlement Benefits.

What Are My Options? If you do nothing or submit a Claim Form, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can object to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is March 3, 2025. Visit www.PrestigeCareDataSettlement.com for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Fairness Hearing. The Court will hold a Final Fairness Hearing at 3:00 p.m. PST, on April 21, 2025 in the United States District Court, Western District of Washington, located at 1717 Pacific Ave., Tacoma, WA. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of attorneys' fees, costs, and expenses in an amount not to exceed \$325,000.00, and service awards in the amount of \$2,500.00 for each of the three (3) Class Representatives. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit www.PrestigeCareDataSettlement.com or call toll-free 1-844-730-6791. You may also write to the Claims Administrator at info@PrestigeCareDataSettlement.com or by mail to: Prestige Care Data Incident, PO Box 631, Baton Rouge, LA 70821.

Exhibit D: Exclusions

Exclusion List

Brim et al. v. Prestige Care, Inc., Case No. 3:24-cv-05133-BHS (W.D. Or.)

Count	Name	State	Postmark Date
1	Kendall C. Karch	OR	3/1/2025