

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN**

MAURICE BRETT et al., individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VALLEY MOUNTAIN REGIONAL
CENTER, INC.,

Defendant.

CIVIL ACTION NO. STK-CV-2024-0005025

Consolidated With:

Case No: STK-CV-UBT-2024-0005170

Case No: STK-CV-UNPI-2024-0005541

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement” or “Agreement”)¹ is entered into between Plaintiffs Maurice Brett, Lulani Neff (as guardian ad litem for minor Santino Neff) and Daniel Frederick, on behalf of themselves and the Settlement Class, on the one hand, and Defendant Valley Mountain Regional Center, Inc. on the other hand. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Defendant is a regional non-profit corporation that serves children and adults with developmental disabilities in San Joaquin, Stanislaus, Amador, Calaveras and Tuolumne counties.

2. In the course of operating its business, Defendant maintains a limited amount of personally identifiable information and personal health information pertaining to its employees and patients.

¹ All capitalized terms herein shall have the same meanings as those ascribed to them in Section II below.

3. On or about August 1, 2023, Defendant discovered that Private Information had been made accessible to an unauthorized threat actor resulting in the Data Security Incident. The Data Security Incident started on or about July 29, 2023.

4. The potentially affected information varied by individual, but included names, health insurance information, and diagnostic and/or clinical information pertaining to services received.

5. On or about April 19, 2024, Defendant began sending notice letters to potentially affected persons, informing them that their Private Information had been identified as at risk in the Data Security Incident.

6. This litigation followed. The first putative Class Action against Defendant was filed by Plaintiff Maurice Brett on April 25, 2024. Two other lawsuits were subsequently filed. Those actions were consolidated into the *Brett* Action on July 1, 2024. No consolidated complaint was filed in the *Brett* action.

7. Thereafter, Class Counsel, performed significant research into the root cause of the breach and the effects on class members, the type of information involved, and whether the information was published on the Dark Web. Class Counsel also propounded informal discovery, to which Defendant responded.

8. The Parties participated in mediation with Jill Sperber, Esq. an experienced data breach mediator, on November 21, 2024.

9. The Parties mediated the cases on November 21, 2024 and, after completing significant arms-length negotiations, thereafter, agreed upon the material terms of a settlement as embodied herein.

10. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficient of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

12. “Action” means the consolidated lawsuit entitled: *Brett et al. v. Valley Mountain Regional Center, Inc.* Case No. STK-CV-2024-0005025, filed in the Superior Court of the State of California, County of San Joaquin, inclusive of all other actions previously filed against

Defendant.

13. “Application for Attorneys’ Fees, Costs, and Service Awards” means the application made fourteen (14) days prior to the Opt-Out and Objection Deadlines seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs.

14. “Cash Payment” means compensation paid to Settlement Class Members who elected either Cash Payment A or Cash Payment B.

15. “Cash Payment A” means the Settlement Class Member Benefit that Settlement Class members, who incurred documented losses, may elect under Section V herein.

16. “Cash Payment B” means the Settlement Class Member Benefit consisting of a \$100.00 cash payment, subject to *pro rata* increase or reduction, that Settlement Class Members may elect under Section V herein.

17. “Claim” means the submission of a Claim on-line by a Claimant.

18. “Claim Form” means the form utilized by the Settlement Class Members to submit a Claim for Settlement benefits. The Claim Form will be substantially in a form as shown in *Exhibit 1* attached hereto, which will be available on both the Settlement Website and in paper format, if specifically requested by Settlement Class Members.

19. “Claims Deadline” shall be sixty (60) days after the Notice Date (i.e. the date Notice is first distributed) and is the last day by which a Claim may be submitted to the Settlement Administrator for a Settlement Class member to be eligible for a Cash Payment.

20. “Claimant” means a Settlement Class member who submits a Claim.

21. “Class Counsel” means: Scott Cole of Cole & Van Note, Jason M. Wucetich of Wucetich & Korovilas LLP, and John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC.

22. “Class List” means a list of all individuals in the Settlement Class. Defendant shall prepare and provide the Class List to the Settlement Administrator for Notice using information in its records. Class List shall include the Settlement Class’s names, email address (if available) postal address and telephone number (if available).

23. “Class Representatives” means the named Plaintiffs.

24. “Complaint” means the Class Action Complaint filed in the *Brett* Action on April 25, 2024.

25. “Court” means the Superior Court of California, County of San Joaquin and the Judge(s) assigned to the Action.

26. “Data Security Incident” means the alleged incident that occurred on or around July 29, 2023, in which unauthorized third parties purportedly gained access to Settlement Class Members’ Private Information from Defendant’s systems.

27. “Defendant” means Valley Mountain Regional Center, Inc.

28. “Defendant’s Counsel” means Constangy, Brooks, Smith & Prophete LLP.

29. “Effective Date” of this Agreement means the last date by which all of the following have occurred: (a) The Parties have executed this Agreement; (b) The Parties have submitted to the Court and the Court has entered the Final Approval Order without material changes to the Parties’ proposed Final Approval Order; and (c) The time for seeking rehearing, appellate or other review of the Final Approval Order has expired, or the Settlement is affirmed on appeal or review without material change, no other appeal or petition for rehearing or review is pending, and the time period during which further petition for hearing review, appeal, or certiorari could be taken has finally expired. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

30. “Email Notice” means the email notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that the Settlement Administrator shall disseminate to the Settlement Class by email to those on the Class List for which Defendant possesses an email address.

31. “Escrow Account” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

32. “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order agreed to by the Parties, substantially in the form attached to the Motion for Final Approval.

33. “Final Approval Hearing” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “Final Approval Order” means the final order that the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be agreed upon by the Parties and will be filed in connection with the Motion for Final Approval. The Final Approval Order will also include orders determining the amount of attorneys’ fees and costs awarded to Class Counsel, service payments to the Plaintiffs and reimbursement of claims administration costs.

35. “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request made to the Settlement Administrator.

36. “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

37. “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

38. “Notice” means the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and settlement telephone line that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

39. “Notice Date” means the date Notice is first distributed, and shall be thirty (30) days after the entry of the Preliminary Approval Order.

40. “Notice Program” means the methods provided for in this Agreement for giving Notice and consists of the Email Notice, Postcard Notice, Long Form Notice (mailed upon request only), a Settlement Website, and a toll-free Settlement telephone line.

41. “Notice of Deficiency” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

42. “Objection Period” means the period that begins on the Notice Date, and that ends no later than sixty (60) days thereafter.

43. “Opt-Out Period” means the period that begins on the Notice Date, and that ends no later than sixty (60) days thereafter.

44. “Party” means each of the Plaintiff(s) and the Defendant, and “Parties” means Plaintiffs and Defendant collectively.

45. “Plaintiff(s)” means Maurice Brett, Lulani Neff (as guardian ad litem for minor Santino Neff) and Daniel Frederick.

46. “Postcard Notice” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 4*, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

47. “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached

as an exhibit to the Motion for Preliminary Approval.

48. “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program.

49. “Private Information” means Settlement Class members’ information that may have been exposed in the Data Security Incident, which may include: names, Social Security numbers, taxpayer identification number, dates of birth, driver’s license numbers, username and password, biometric data, medical treatment and/or diagnosis information, and/or health insurance information.

50. “Releases” means the releases and waiver set forth in Section XIII of this Agreement.

51. “Released Claims” subject to the limitation set forth in (61), shall collectively mean any and all claims and causes of action, both known and unknown, including, without limitation, any causes of action under California Civil Code §§ 56, et seq., 1710, et seq, 1750, et seq., 1798.80 et seq., 1798.150, et seq.; Cal. Bus. & Prof. Code §§ 17200, et seq.; Cal. Pen. Code §§ 502; 15 U.S.C § 45, 15 U.S.C. and all similar statutes in effect in any states in the United States as defined herein; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; breach of covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; conversion; bailment; threat assessment and monitoring; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary

damages, restitution, the appointment of a receiver, claims under California law, and any other state or federal law (Cal. Civ. Code §§ 56, et seq., 1798.150 et seq.) for statutory damages arising from the Data Security Incident, or the disclosure of personal, confidential medical, or genetic information, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons based on, relating to, or arising out of the same factual predicate as the allegations in the Action or that could have been alleged in the Complaint or Action relating to the Data Security Incident. The definition of “Released Claims” shall be construed as broadly as possible under California and Ninth Circuit law to effect complete finality over this Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely opted out of the Settlement Class. “Released Parties” means Defendant, and its past, present, and future parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, related or affiliated entities, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

52. “Releasing Parties” means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates,

successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys, (iii) any entities in which a Plaintiff and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiff and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in (i)-(iv).

53. “Service Awards” shall mean the payment the Court may award the Plaintiff(s) for serving as Class Representatives.

54. “Settlement Administrator” means CPT Group.

55. “Settlement Administration Costs” means all costs and fees of the Settlement Administrator regarding Notice and settlement administration.

56. “Settlement Class” means all persons in the United States whose Private Information was potentially compromised as a result of the Data Security Incident. Excluded from the Settlement Class are (a) all persons who are governing board members of Defendant; (b) governmental entities; (c) the Court, the Court’s immediate family, and Court staff; and (d) any individual who timely and validly opts-out of the Settlement.

57. “Settlement Class Member” means any member of the Settlement Class.

58. “Settlement Class Member Benefit” means Cash Payment A or Cash Payment B,

elected by Settlement Class Members.

59. “Settlement Fund” means the non-reversionary \$2,200,000.00 cash fund that Defendant has agreed to pay under the terms of the Settlement.

60. “Settlement Website” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claims and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim form, Motion for Final Approval and the Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

61. “Unknown Claims” means any of the Released Claims that any of the Class Representatives, do not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement and that are based on, relate to, or arise out of the same factual predicate as the allegations in the Action

62. With respect to any and all Released Claims based on, relating to, or arising out of the same factual predicate as the allegations in the Action, the Parties stipulate and agree that upon the Effective Date, only the Class Representatives expressly shall have, and by operation of the Final Judgment also waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representatives may hereafter discover facts in addition to, or different from, those that they now know or believe to be true, but the Class Representatives expressly shall have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge the Class Representatives shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part. For the avoidance of doubt, Class Representatives shall only be deemed to have released those unknown claims based on, relating to, or arising out of the same factual predicate as the allegations in the Action, and that were asserted in the Complaint or the Action or which could have been asserted in the Complaint or the Action relating to the Data Security Incident.

63. “Valid Claim” means a Claim submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claims Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to,

answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

64. No later than 30 days after Preliminary Approval and receipt of all necessary information required to make payment (e.g., wiring instructions and a W-9 form), Defendant shall deposit or cause to be deposited \$350,000 into the Escrow Account to allow the Settlement Administrator to pay Settlement Administration Costs. No later than 5 days after the Effective Date, Defendant shall deposit or cause to be deposited the remainder of the gross Settlement Fund into the Escrow Account.

65. Under no circumstances shall Defendant be obligated to pay or cause to be paid more than \$2,200,000.00. No funds shall revert back to Defendant, except in the event this Agreement is voided, cancelled, or terminated, as described in Paragraphs 108-112 in this Agreement. In the event the Effective Date does not occur, no portion of the Settlement shall be returned to Defendant.

66. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

67. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise shall be paid

from the Escrow Account, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

68. Other than the payment of the Settlement Fund monies as described in this Agreement, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund of Escrow Account, investment of the Settlement Fund or Escrow Account, payment of federal, state, and local income, employment, unemployment, excise and any other taxes, penalties, interest or other charges related to taxes imposed on the Settlement Fund or Escrow Account or its disbursement, payment of administrative, legal, accounting, or other cost occasioned by the use or administration of the Settlement Fund or the Escrow Account.

IV. Certification of the Settlement Class

69. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the

Action.

V. **Settlement Consideration**

70. When submitting a Claim for a Cash Payment, Settlement Class Members must choose either Cash Payment A or Cash Payment B. If a Settlement Class Member does not submit a Valid Claim or opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

71. **Documented Loss Fund (Cash Payment A).** Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000 per Settlement Class Member upon presentment of documented losses related to the Data Security Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected Cash Payment B.

72. **Pour-Over Cash Fund (Cash Payment B).** As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment. After payments of Attorneys' Fees and Costs, Service Awards, Settlement Administration Costs and payments to Settlement Class Members who elected Cash Payment A, any remaining balance in the Settlement Fund shall be distributed to Settlement Class Members who elected Cash Payment B. Payment to Settlement Class Members who elected Cash Payment B shall be in the

amount of \$100.00 (subject to *pro rata* adjustment based upon total Claim submission).

73. **Pro Rata Adjustments on Cash Payments** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

74. **Business Practice Changes** – Plaintiffs have received assurances that Defendant either has undertaken or will undertake reasonable steps to further secure its systems and environments. Defendant has provided confidential discovery regarding the number of individuals in the Settlement Class, the facts and circumstances of the Data Security Incident and Defendant’s response thereto, and the changes and improvements that have been made or are being made to protect class members’ Private Information.

VI. Settlement Approval

75. Upon execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendant.

76. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim and Claim process; (5) approve the procedures for individuals in the Settlement Class to opt-out of or object to the Settlement; (6) stay the Action

pending Final Approval of the Settlement; and (7) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, CPT Group shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

79. The Settlement Administrator's duties include to:

a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices (on request only from individuals in the Settlement Class), reviewing Claims, notifying Claimants of deficient Claims using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

b. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

c. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claims;

d. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claims;

e. Establish and maintain an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer frequently asked questions of individuals in the Settlement Class who call with or otherwise communicate such inquiries;

f. Respond to any mailed Settlement Class member inquiries;

g. Process all opt-out requests from the Settlement Class;

h. Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claims received, providing the names of each individual in the Settlement Class who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

j. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Pay Court-approved attorneys' fees and costs, and Service Awards out of the Settlement Fund;

l. Pay Settlement Administration Costs out of the Settlement Fund following

approval by Class Counsel;

m. Pay any required taxes out of the Settlement Fund; and

n. Any other Settlement Administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments have been properly distributed.

80. The Notice Program and Notices will be reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to the Notices may also be made prior to dissemination.

VIII. Notice to the Settlement Class

81. Defendant will make available to Class Counsel and the Settlement Administrator the Class List no later than seven (7) days after entry of the Preliminary Approval Order.

82. Within thirty (30) days following receipt of the Class List, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be provided by email for all Settlement Class Members for whom Defendant possesses an email address. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses, to the extent known, for all other Settlement Class Members. Notice shall also be published on the Settlement Website.

83. The Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim (on-line); the Claims Deadline; the last day of the Opt-Out Period for individuals in the Settlement Class to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement

and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claims Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

85. **Opt-Outs** – The Long Form Notice (i.e., as provided on the Settlement Website) also shall include a procedure for individuals in the Settlement Class to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to visit an on-line Settlement Website and review the Long Form Notice located there to obtain the opt-out instructions. Individuals in the Settlement Class may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim.

86. **Objections** – The Long Form Notice (i.e., as provided on the Settlement Website) also shall include a procedure for the Settlement Class to object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards, and the Postcard Notice shall direct individuals in the Settlement Class to visit the Settlement Website and review the Long Form Notice located there to obtain the objection instructions. Objections must be mailed to the Clerk of the Court, Class Counsel, Defendant’s Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

87. For an objection to be considered by the Court, the objection must also set forth:
- a. the name of this Litigation (*Maurice Brett et al. v. Valley Mountain Regional Center, Inc.* Case No. STK-CV-2024-0005025);
 - b. the objector’s full name, mailing address, telephone number, and email address (if any);
 - c. the specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
 - d. the identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Final Approval Hearing;
 - e. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

f. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

g. the objector's signature (an attorney's signature is not sufficient).

88. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

89. The Settlement Administrator shall perform reasonable address traces for those Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. Within 5 days of receiving Postcard Notices returned as undeliverable, the Settlement Administrator shall re-mail a Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces. All re-mailed Notices under such circumstances shall indicate that the period to make a Claim, Opt Out or lodge an Objection shall expire no later than 45 days after the initial distribution of Notice. As such, the Notice Program, in its entirety, shall be completed no later than 45 days after the Notice is first distributed.

IX. Claim Process and Disbursement of Cash Payments

90. The Notice will explain to the Settlement Class that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim. All Claims must be made on-line through the Settlement Website, or by submitting a claim form via U.S. mail to the address designated by the Settlement Administrator.

91. Online Claims shall be submitted through the Settlement Website at the URL address designated on the Postcard Notice.

92. The Settlement Administrator shall collect, review, and address each Claim

received to determine whether the Claim meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim before designating the Claim as a Valid Claim to determine that the information on the Claim is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

93. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim. The Settlement Administrator shall identify any Claims that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim is the appropriate one for consideration.

94. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

95. Claims that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise

the Claimant or Settlement Class Member of the reason(s) why the Claim was rejected. However, if the Claim is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claims Deadline, or 10 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

96. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim;
- b. Incomplete Claim;
- c. The Claim is fraudulent;
- d. The Claim is duplicative of another Claim;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the

Settlement Class.

g. The person submitting the Claim requests that payment be made to a person or entity other than the Claimant for whom the Claim is submitted;

h. Failure to submit a Claim by the Claims Deadline; and/or

i. The Claim otherwise does not comply with the requirements of this Settlement.

97. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 10 days after the Claims Deadline to approve or reject Claims based on findings of fraud or duplication.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

98. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claims and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

99. No person or entity shall have any claim against Defendant, Defendant's Counsel,

Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

100. No later than 30 days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

101. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members will be instructed on the Settlement Website to select the type of payment they wish to receive. Settlement Class Members receiving payment by check shall have 90 days to negotiate the check.

X. Final Approval Order and Final Judgment

102. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 16 court days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court may choose to hear argument on Plaintiffs' Motion for Final Approval of the Settlement and the application for Attorneys' Fees, Costs (to counsel and the claims administrator), and Service Awards. In the Court's discretion, the Court also may hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the request for an award of Attorneys' Fees and/or Costs, reimbursement of claims administration costs and/or Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

103. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; bar and enjoin all Releasing Parties from pursuing any Released Claims against Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees and Costs

104. **Service Awards** – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for each of the Class Representatives in the amount not to exceed \$2,500.00 (\$7,500.00 total). If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 5 days of the Effective Date. The Service Award payments to the Class Representative shall be separate and apart from their entitlement to benefits from the Settlement Fund.

105. **Attorneys' Fees and Costs** – Class Counsel shall apply to the Court for an award

of attorneys' fees of up to 33.33% of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 5 days of the Effective Date.

106. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

XII. Disposition of Residual Funds

107. The Settlement is designed to exhaust the Settlement Fund. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 90-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court at or before the time of final settlement approval.

XIII. Releases

108. Upon the Effective Date, each Settlement Class Member, including Class Representatives, shall be deemed to have, fully, finally, and forever released, relinquished, and discharged all Released Claims against all Released Parties and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to (a) the Data Security

Incident; or (b) any of the alleged violations of laws or regulations cited in the Complaint or the Action. Settlement Class Members other than Class Representatives shall only be deemed to have released those claims asserted in the Complaint or the Action or which could have been asserted in the Complaint or the Action.

109. Plaintiffs and Settlement Class Members covenant and agree they will not take any step whatsoever to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, whether on behalf of themselves or others, against any of the Released Parties in any jurisdiction.

110. Individuals in the Settlement Class who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits under the Settlement. With respect to the Released Claims, Plaintiffs and Settlement Class Members, expressly understand and acknowledge it is possible that unknown economic losses or claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs and Settlement Class Members explicitly took that into account in entering into this Agreement, and a portion of the consideration and the mutual covenants contained herein, having been bargained for between Plaintiffs and Defendant with the knowledge of the possibility of such unknown claims for economic loss, were given in exchange for a full accord, satisfaction, and discharge of all such claims.

111. Plaintiffs or Settlement Class Members may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he or she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known

or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by this Agreement. Further, each of those individuals agrees and acknowledges that he or she shall be bound by this Agreement, including by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he or she never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement. Settlement Class Members other than Class Representatives shall only be deemed to have released those claims asserted in the Complaint or the Action or which could have been asserted in the Complaint or the Action.

112. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

113. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order substantially in the form attached to the Motion for Preliminary Approval;

c. The Court has entered the Final Approval Order substantially in the form agreed to by the Parties and attached to the Motion for Final Approval, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

114. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

115. Defendant shall have the option to terminate this Agreement if more than 2% of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within 10 days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

116. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the parties shall jointly file a status report in the Court seeking to reopen the Action. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

117. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant. The Settlement Administrator all remaining amounts in the Settlement Fund to Defendant within 14 days of termination.

XV. Effect of Termination

118. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant', and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

119. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XVI. No Admission of Liability

120. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

121. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

122. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

123. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

124. In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the

Releases contained herein.

XVII. Miscellaneous Provisions

125. Gender and Plurals. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

126. Binding Effect. This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

127. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

128. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

129. Integration and No Reliance. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

130. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

131. Governing Law. Except as otherwise provided herein, the Agreement shall be

construed in accordance with, and be governed by, the laws of the state of North Carolina, without regard to the principles thereof regarding choice of law.

132. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

133. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court’s injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

134. Notices. All notices to counsel provided for herein, shall be sent by email with a hard copy sent by first class mail to:

If to Plaintiffs or Class Counsel:

Scott Cole Cole & Van Note 555 12 th Street, Ste. 2100 Oakland, CA 94607 sec@colevannote.com	Jason M. Wucetich Wucetich & Korovilas LLP 222 N. Pacific Coast Hwy., Suite 2000 El Segundo, CA 90245 jason@wukolaw.com	John J. Nelson Milberg Coleman Bryson Phillips Grossman, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101 jnelson@milberg.com
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If to Defendant or Defendant's Counsel:

Constangy, Brooks, Smith & Prophete LLP
c/o David Yudelson
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
dyudelson@constangy.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

135. Modification and Amendment. This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

136. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

137. Authority. Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

138. Agreement Mutually Prepared. Neither Plaintiffs nor Defendant shall be considered

to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

139. Independent Investigation and Decision to Settle. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

140. Receipt of Advice of Counsel. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

141. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

142. Representations/Warranties Regarding Other Potential Plaintiffs or Legal Claims. Class Counsel represent and warrant that they do not represent any clients, or have knowledge of any potential clients, with claims or potential claims against the Released Parties aside from the Released Claims. Plaintiffs and Class Counsel each represent and warrant that neither of them is aware of any potential plaintiff, or any attorney other than Class Counsel, who intends to make demands or bring litigation against the Released Parties. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been notified or otherwise informed of any such intention or consideration thereof. Plaintiffs and Class Counsel each further represent and warrant that neither of them has been referred to any other attorney or any other individual alleging to have, asserting, pursuing, or seeking to pursue any claims against the Released Parties. Class Counsel represent and warrant that they have removed all advertisements, including social media posts, soliciting potential clients to pursue claims against Defendant or any of the Released Parties. Class Counsel further represent and warrant that they have removed any other publications, including social media posts, announcing, publicizing, or describing the Released Claims, to the extent published by Class Counsel.

143. Bar to Future Suits. Upon entry of the Final Approval Order, the Releasing Parties shall be enjoined from prosecuting any Released Claim in any proceeding against the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this paragraph.

This Agreement shall be deemed executed by all signatories below as of March 21, 2025.

PLAINTIFFS


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3/21/2025

MAURICE BRETT

LULANI NEFF

As Guardian Ad Litem for SANTINO NEFF

DANIEL FREDERICK

CLASS COUNSEL


SCOTT COLE

COLE & VAN NOTE

JASON M. WUCETICH

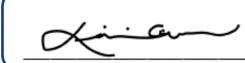
WUCETICH & KOROVILAS LLP

JOHN J. NELSON

MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC

DEFENDANT

Signed by:



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**VALLEY MOUNTAIN REGIONAL
CENTER, INC.**

By: Leinani walter

Its Executive Director

This Agreement shall be deemed executed by all signatories below as of March 21, 2025.

PLAINTIFFS

MAURICE BRETT

LULANI NEFF
As Guardian Ad Litem for SANTINO NEFF



(Mar 21, 2025 10:45 PDT)

DANIEL FREDERICK

CLASS COUNSEL

SCOTT COLE
COLE & VAN NOTE

JASON M. WUCETICH
WUCETICH & KOROVILAS LLP



JOHN J. NELSON
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC

DEFENDANT

Signed by:

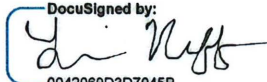

**VALLEY MOUNTAIN REGIONAL
CENTER, INC.**

By: Leinani Walter
Its Executive Director

This Agreement shall be deemed executed by all signatories below as of March 21, 2025.

PLAINTIFFS

MAURICE BRETT

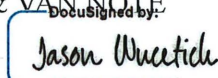
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LULANI NEFF
As Guardian Ad Litem for SANTINO NEFF

DANIEL FREDERICK

CLASS COUNSEL


SCOTT COLE
COLE & VAN NOTE

DocuSigned by:

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JASON M. WUCETICH
WUCETICH & KOROVILAS LLP

JOHN J. NELSON
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC

DEFENDANT

Signed by:

F588BFAB75CF4CB...

**VALLEY MOUNTAIN REGIONAL
CENTER, INC.**

By: Leinani walter
Its Executive Director

EXHIBIT 1

**Brett, et al. v. Valley Mountain Regional Center, Inc.
Superior Court of California, County of San Joaquin
Case No. STK-CV-UPI-2024-0005025**

CLAIM FORM

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [INSERT URL] OR POSTMARKED BY NO LATER THAN [INSERT DATE], 2025.

ATTENTION: You are a member of the Settlement Class and eligible to submit a Claim Form if you are an individual who was notified of the August 2023 cyberattack suffered by Defendant Valley Mountain Regional Center, Inc. (“VMRC or Defendant”) wherein cybercriminals potentially accessed files containing the private information of individuals from Defendant’s network (the “Data Security Incident”). The Data Security Incident potentially involved names, health insurance information, and/or clinical information pertaining to services received.

THE SETTLEMENT BENEFITS

Out-of-Pocket Losses: You may be eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other sources and caused by the Data Security Incident, **not to exceed \$5,000 per Settlement Class Member:** unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

PLEASE BE ADVISED that any documentation you provide must be submitted **WITH** this Claim Form. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Pro Rate Cash Payment: In the alternative to seeking expense reimbursements, you may elect to make a claim for a cash payment of \$100, subject to a pro rata adjustment. No documentation is required to make this claim. 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.

If the total Settlement Benefits, including the costs of Settlement Administration, Notice, Attorneys’ Fees and Costs, and a Service Award to the Class Representative exceeds \$2,000,000.00, the amounts paid to Settlement Class Members will be prorated downwards to stay within the amount of the Fund.

CLAIM VERIFICATION: All Claims are subject to verification. You will be notified if additional information is needed to verify your Claim.

ASSISTANCE: If you have questions about this Claim Form, please visit the Settlement website at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) for additional information or call **[INSERT PHONE NUMBER]**.

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF MAILING FOR YOUR

CLAIM INFORMATION

Section I. Confirm Your Eligibility

Did you receive a unique Claim Number indicating that you may be a member of the Settlement Class?

Yes No

If yes, continue to the next question. If no, you are not a member of the Settlement Class and do not qualify to file a Claim.

Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data Security Incident remedying the issues related to the Data Security Incident? For example, did you sign up and pay for a credit monitoring service, or hire and pay for a professional service to remedy any issues related to your personal information as a direct result of or attributed to the Data Security Incident?

Yes No

*If yes, you may be eligible to fill out **Section 2** of this form and provide corroborating documentation*

Section II. Cash Payment A: Reimbursement for Out-of-Pocket Losses

You may be eligible to receive reimbursement for the following documented out-of-pocket losses, if not already reimbursed through any other sources and caused by the Data Security Incident, **not to exceed \$5,000 per Settlement Class Member**: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Providing adequate proof of your losses does not guarantee that you will be entitled to receive the full amount claimed. All Claims will also be subject to an aggregate maximum payment amount, as explained in the Settlement Agreement. If the amount of losses claimed exceeds the maximum amount of money available under the Settlement Agreement, then the payment for your Claim will be reduced on a pro rata basis. If you would like to learn more, please review the Settlement Agreement for further details.

Payment for your losses will be paid directly to you electronically unless you request to be paid by check as indicated below.

For each loss that you believe can be traced to the Data Security Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide ALL this information for this Claim to be processed.** Supporting documents must be submitted electronically. Please do so as part of this Claim Form at **[www.eptgroupcaseinfo.com/\[insert\]](http://www.eptgroupcaseinfo.com/[insert])** and provide the additional information required below. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny Your Claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The

Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator’s privacy policy is available at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]). With the exception of your name, mailing address, email address, and phone number, supporting documentation will not be provided to Defendant in this action. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Claims Administrator.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Identity Theft Protection Service	0 7 - 1 7 - 2 4 MM DD YY	\$50.00	Copy of identity theft protection service bill
Example: Fees paid to a professional to remedy a falsified tax return	0 1 - 3 1 - 2 5 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	
	MM - DD - YY	\$ _____ - ____	

Section III. Cash Payment B: Flat Cash Payment

In the alternative to compensation for documented losses, Settlement Class Members may make a claim for a cash payment of one hundred dollars (\$100.00). This payment is subject to *pro rata* adjustment.

By checking the below box, I choose a cash payment of \$100.00, subject to a pro rata adjustment, in the alternative to compensation for documented losses.

- Yes, I choose a cash payment of \$100.00, subject to a pro rata adjustment, in the alternative to compensation for documented losses.**

Section IV. Payment

You will receive payment under this Settlement electronically. If you do not wish to receive an electronic payment, payment will be paid in the form of a check sent to the mailing address you provided above.

Please check the box if you **do not** want to receive your payment electronically:

If you wish to receive an electronic payment, you may receive it in the following manners:

[Settlement Administrator to provide for electronic payment manners and instructions]

Section V. Settlement Class Member Affirmation

By submitting this Claim Form and checking the box below, I swear and affirm under penalty of perjury that the information provided in this Claim Form, and any supporting documentation provided 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.

By submitting this Claim Form, I further certify that any documentation that I have submitted in support of my Claim consists of unaltered documents in my possession.

Yes, I understand that my failure to check this box may render my Claim null and void.

Please include your name in both the Signature and Printed Name fields below.

Signature:

Date: - -
MM DD YY

Printed Name:

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) NO LATER THAN [60 Days after Notice], 2025.

EXHIBIT 2 & 3

If you were notified by Valley Mountain Regional Center, Inc. about an August 2023 Data Security Incident, a Class Action Settlement May Affect Your Rights.

Brett, et al. v. Valley Mountain Regional Center, Inc.
Superior Court of California, County of San Joaquin
Case No. STK-CV-UPI-2024-0005025

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

- A settlement has been proposed in a class action lawsuit against Defendant Valley Mountain Regional Center (“VMRC or Defendant”) relating to an August 2023 cyberattack during which cybercriminals potentially accessed files that contained individuals’ private information (the “Data Security Incident”). Defendant denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that VMRC has violated any laws, but rather the resolution of disputed claims.
- You are a “Class Member” if you received a notification from Defendant about the August 2023 Data Security Incident.
- The Settlement provides for a \$2,200,000 settlement fund (the “Settlement Fund”) to be created for the benefit of Class Members. The Settlement Fund will pay for Attorneys’ Fees, Costs, and Expenses, any Service Award, and the Settlement Administration Costs. Thereafter, the priority for payment of claimed benefits will be as follows: either (a) payment for documented losses up to \$5,000 or (b) **a Cash Payment in the amount of \$100**, subject to a pro rata adjustment.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit [insert] or call toll-free [insert].

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	If you do nothing, you will not receive any benefits from the Settlement. You will also give up certain legal rights.	
SUBMIT A CLAIM FORM	Submitting a valid Claim Form is the only way to receive a payment or other benefit. Claims must be submitted by [insert], 2025.	[insert], 2025
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a cash payment, but you also will also not release your claims against Defendant. This is the only option that allows you to be part of another lawsuit against Defendant for the legal claims that are being resolved by the Settlement. If you exclude yourself from the Settlement, you may not object to the Settlement.	[60 Days after Notice Deadline], 2025
OBJECT	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.	[60 Days after Notice Deadline], 2025

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees, service awards and costs. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [insert], email [insert@email], or write to Brett et al. v. Valley Mountain Regional Center, Inc. Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

BASIC INFORMATION

1. Why is this Notice being provided?

A court directed that this Notice be provided because you have the right to know about the proposed Settlement that has been reached in this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who submitted a Valid Claim. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Robert T. Waters of the Superior Court of California, County of San Joaquin is overseeing this class action. The case is known as *Brett, et al. v. Valley Mountain Regional Center, Inc.*, Case No. STK-CV-UPI-2024-0005025 (the “Litigation”). The people who filed this lawsuit are called the “Plaintiffs” or “Class Representatives,” and the entity sued, Valley Mountain Regional Center, Inc. is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs claim that Defendant is liable for the Data Security Incident and has asserted numerous legal claims. VMRC denies each and all of the claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation.

For more information and to review the complaints filed in this Litigation, visit [\[insert\]](#).

3. Why is the lawsuit a class action?

In a class action, one or more people called Plaintiff or Plaintiffs sue on behalf of all people who have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

The Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant negotiated a settlement that allows Plaintiffs, the proposed Settlement Class, and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals.. The Settlement provides benefits and allows Settlement Class Members to obtain payment for certain costs or losses without further delay. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members. This Settlement does not mean that VMRC did anything wrong.

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [\[insert\]](#), email [\[insert@email\]](mailto:[insert@email]), or write to *Brett et al. v. Valley Mountain Regional Center, Inc.* Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all California residents whose private information was compromised in the Data Security Incident disclosed by Defendant, in or around April 2024.

Settlement Class Members were also sent notice of this class action Settlement via mail. If you received notice of this Settlement, you are eligible to receive Settlement Benefits. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at [Insert #] or by emailing [Insert email]. Standard data, call and messaging rates apply.

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

Yes. Excluded from the Settlement Class are Defendant's governing board members, governmental entities, the Judge presiding over the Litigation, members of the Judge's immediate family and Court staff and Class Members who submit a valid Request for Exclusion.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the settlement website at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) or call the Settlement Administrator's toll-free number at [Insert #] or by emailing [Insert email].

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement provides for a Settlement Fund of \$2,200,000 (the "Settlement Fund"). The Settlement Fund will be used to pay benefits to the Class Members who have identifiable and valid mailing addresses, the costs of notice and claims administration, attorneys' fees and costs, service awards to the Plaintiffs and other court approved costs and expenses reasonably contemplated by the settlement.

By submitting a valid and timely claim for the Cash Payment benefit using the Claim Form, you are eligible to receive a Cash Payment (prorated depending upon how many Settlement Class Members have valid Claims). All Class Members who submit a valid Claim are eligible to receive either (a) payment for documented losses up to \$5,000 or (b) a Cash Payment in the amount of \$100, subject to a *pro rata* adjustment based upon the total number of valid Claims.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

In order to receive a cash payment under the Settlement, you must complete and submit a Claim Form. If you do nothing, you will not be eligible to receive a payment. You will also give up certain legal rights.

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [insert], email [insert@email], or write to Brett et al. v. Valley Mountain Regional Center, Inc. Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

10. How do I submit a claim for the cash payment?

To receive a Cash Payment you must submit a valid and timely Claim Form to the Settlement Administrator by [redacted], 2025. You will need your name, address, telephone number, and email address, if applicable, and Claim Number provided in the Postcard Notice sent to you, to file a Claim Form.

Claim forms can be submitted by mail or online at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]). If by mail, the Claim Form must be **postmarked** by [redacted], 2025. You may request a Claim Form be mailed to you by calling [Insert #] or by writing to:

[Contact information for Settlement Administrator]

12. What are the Released Claims?

If the Settlement becomes final, you will give up your right to sue VMRC for the claims being resolved by this Settlement. The specific claims you are giving up against VMRC and the claims you are releasing are described in the Settlement Agreement, available at [insert]. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 15 for free or you can, of course, talk to your own lawyer at your own expense.

The Settlement Agreement in Section XIII describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), in the public Court records on file in this Lawsuit. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Postcard Notice?

If you change your mailing address or email address after you submit a claim form or after you received the Postcard Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling [Insert #], by emailing [Insert email], or by writing to:

Brett, et al. v. Valley Mountain Regional Center, Inc. Settlement
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606
(800) 542-0900
cptgroup.com

14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid claim form, payment will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [insert], email [insert@email], or write to *Brett et al. v. Valley Mountain Regional Center, Inc.* Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

15. Do I have a lawyer in this case?

Yes, the Court has appointed Scott Edward Cole of Cole & Van Note, 555 12th Street, Ste. 2100, Oakland, CA 94607, Jason Wucetich of Wuceitch of Wucetich & Korovilas LLP, 222 N. Pacific Coast Hwy., Suite 2000 El Segundo, CA 90245 and John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You will not be charged for contacting Class Counsel. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Litigation.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 33.33% of the Settlement plus reasonable costs of the Litigation to Class Counsel. They will also ask the Court to approve service awards of \$2,500 to Plaintiffs for their service to the Litigation and for their efforts in achieving the Settlement. If awarded by the Court, attorneys' fees and costs and the service awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for attorneys' fees, costs, and service awards will be made available on the settlement website at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]) before the deadline for submission of objections. You may also request a copy be mailed to you by calling the Settlement Administrator.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from or "opting-out" of the Settlement.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail or email a written notice of intent to opt-out, also referred to as a "Request for Exclusion" in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement.

The opt-out request must be **postmarked by the United State Postal Service** and sent to the Settlement Administrator at the following address by **[60 days after Notice Date], 2025:**

Brett, et al. v. Valley Mountain Regional Center, Inc. Settlement
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606
(800) 542-0900
cptgroup.com

You cannot exclude yourself by telephone.

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [insert], email [insert@email], or write to *Brett et al. v. Valley Mountain Regional Center, Inc. Settlement* c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

18. If I opt out, can I get anything from the Settlement?

No. If you opt out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt out, do not submit a claim form.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Security Incident. You must opt-out of the Litigation to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with the Settlement or some part of it. You can also give reasons why you think the Court should not approve the Settlement. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than **[60 days after Notice Date], 2025**, stating you object to the Settlement. The objection must include all the following additional information:

- 1) Your full name, current address, current telephone number, and any email address;
- 2) The case name and number — *Brett, et al. v. Valley Mountain Regional Center, Inc.* Case No. STK-CV-UPI-2024-0005025 (Superior Court of California, County of San Joaquin).
- 3) Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your Postcard Notice, copy of the original notice of the Incident, or a statement explaining why you believe you are a Settlement Class Member);
- 4) A written statement of the position you wish to assert, including the legal and factual grounds for the position;
- 5) Copies of any other documents you wish to submit in support of your position;
- 6) The identity of any and all counsel representing you in connection with the objection;
- 7) A statement whether you or your counsel request to appear at the Final Approval Hearing; and
- 8) Your signature or the signature of your duly authorized attorney or any other duly authorized representative representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be emailed or mailed, postmarked by the United State Postal Service no later than **[60 days after Notice Date], 2025** to the Settlement Administrator at the following address:

Brett, et al. v. Valley Mountain Regional Center, Inc. Settlement
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth herein.

Questions? Go to www.cptgroupcaseinfo.com/ [insert], call [insert], email [insert@email], or write to *Brett et al. v. Valley Mountain Regional Center, Inc.* Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **[insert] 2025, at [time]** before Judge Robert T. Waters at the Superior Court of California, County of San Joaquin, Courtroom 11B.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]).

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to speak about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

24. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits. If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against VMRC or Released Persons about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), by calling [Insert #] or by writing to:

Brett, et al. v. Valley Mountain Regional Center, Inc. Settlement
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606

**PLEASE DO NOT TELEPHONE THE COURT
REGARDING THIS NOTICE.
CONTACT CPT GROUP, (800) 542-0900.**

Questions? Go to [www.cptgroupcaseinfo.com/\[insert\]](http://www.cptgroupcaseinfo.com/[insert]), call [insert], email [insert@email], or write to *Brett et al. v. Valley Mountain Regional Center, Inc.* Settlement c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606

EXHIBIT 4

**Brett, et al. v. Valley Mountain Regional
Center, Inc.
c/o CPT Group, Inc.
<<CPT ADDRESS>>**

*Brett, et al. v. Valley Mountain Regional Center, Inc.
STK-CV-2024-0005025 (San Joaquin Superior Court)*

LEGAL NOTICE

**TO BE OPENED BY THE INTENDED
RECIPIENT ONLY.**

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

**ID: <<ID>>
<<Name>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip>>**

A proposed settlement has been reached in a lawsuit entitled *Brett, et al. v. Valley Mountain Regional Center, Inc.*, San Joaquin Superior Court Case No. STK-CV-2024-0005025 relating to a August 2023 Data Incident during which cybercriminals potentially accessed files that contained individuals' private information. The Defendant Valley Mountain Regional Center, Inc. ("Defendant" or "SMRC") denies all claims alleged against it and denies all charges of wrongdoing or liability.

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 a Pro Rata Cash Payment for Settlement Class Members who submit a Valid Claim, to be paid from the \$2,200,000.00 Settlement Fund. Please visit [\[insert website\]](#) for complete information about the Settlement Benefits.

- **Documented Losses:** Up to \$5,000 for documented out-of-pocket losses and unreimbursed costs that have not been reimbursed and arose from the Data Incident, **OR**
- **Pro Rata Cash Payment:** A flat cash payment of up to \$100, subject to a pro rata adjustment. The amount of the pro rata 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

How Do I Receive Settlement Benefits? Settlement Class Members must submit a Claim Form online at [\[insert website\]](#) or by mailing a completed Claim Form postmarked no later than [\[insert\]](#), 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 [\[insert\]](#), 2025. Visit [\[insert website\]](#) 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 [\[insert\]](#) [a.m./p.m.], on [\[insert\]](#), 2025, in the Superior Court of the State of California, in the County of San Joaquin. 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 33.33% of the Settlement, and a service award in the amount not to exceed \$2,500.00 for the Class Representative. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit [\[insert website\]](#) or call toll-free [\[insert\]](#). You may also write to the Claims Administrator at [\[insert\]](#) or by mail to: [\[insert\]](#).