

Electronically RECEIVED by Superior Court of California, County of Riverside on 06/01/2026 01:33 PM - Jason B. Galkin, Executive Officer/Clerk of the Court By Kristen King, Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ~~LOS ANGELES~~**

Riverside Historic Courthouse

DONALD CROSSLIN and MATTHEW
PAONE, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

DAP HEALTH, INC.,

Defendant.

Case No. CVRI2500186

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' NOTICE OF UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Assigned to: Hon. Harold W. Hopp

Hearing Date: May 27, 2026

Hearing Time: 8:30 a.m.

Hearing Location: Dept. 1

1 The Unopposed Motion by Plaintiffs Donald Crosslin and Matthew Paone (“Plaintiffs”) for
2 Preliminary Approval of the Parties’ proposed Class Action Settlement Agreement (the “Settlement
3 Agreement”) came on for hearing before this Court on May 26, 2026, at 8:30 a.m. The Court, having
4 considered the Motion, the Memorandum of Points and Authorities, the declarations in support, the
5 Settlement Agreement and its exhibits, the pleadings and record in this action, and the arguments of
6 counsel, and good cause appearing, hereby ORDERS as follows:

7 1. This Preliminary Approval Order incorporates the Settlement Agreement, and the terms
8 used herein shall have the meanings and/or definitions given to them in the Agreement, as submitted to
9 the Court with the motion.

10 2. For purposes of settlement and conditioned upon the Settlement receiving final approval
11 following the Final Approval Hearing, this Court hereby conditionally certifies the Settlement Class,
12 defined as: “all individuals in the United States whose Private Information was compromised in the Data
13 Incident, including all individuals who received notice of the Data Incident and who have not opted-out
14 of the Settlement.” Excluded from the Settlement Class are: (a) the Judges presiding over the Action, Class
15 Counsel, and members of their families; (b) Defendant and its subsidiaries, parent companies, successors,
16 predecessors, and any entity in which Defendant or its parents, have a controlling interest, and its current
17 or former officers and directors; (c) persons who properly execute and submit an Opt-Out Request prior
18 to the expiration of the Opt-Out Period; and (d) the successors or assigns of any such excluded persons.

19 3. The Court finds that, for the purposes of settlement: (a) the number of members of the
20 Settlement Class are so numerous that joinder of all members is impracticable; (b) there are questions of
21 law and fact common to members of the Settlement Class; (c) the claims of the Plaintiffs are typical of
22 the claims of the members of the Settlement Class; (d) the Plaintiffs are adequate representatives for the
23 Settlement Class, and have retained experienced and adequate Class Counsel; (e) the questions of law and
24 fact common to the members of the Settlement Class predominate over any questions affecting any
25 individual members of the Class; and (f) a class action is superior to the other available methods for the
26 fair and efficient adjudication of the controversy.

27 4. For the purposes of settlement only, the Court finds and determines that the named
28 Plaintiffs will fairly and adequately represent the interests of the Settlement Class in enforcing their rights

1 in the action and appoints Donald Crosslin and Matthew Paone as Class Representatives.

2 5. For purposes of settlement only, the Court appoints John J. Nelson of Milberg, PLLC and
3 Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel.

4 6. Epiq is appointed as Settlement Administrator. The Settlement Administrator shall abide
5 by the terms and conditions of the Settlement Agreement that pertain to settlement and claims
6 administration.

7 7. The Final Approval Hearing Date shall be **October 1, 2026 at 8:30 am PT** in Department
8 1 of this Court, located at the Historic Riverside Courthouse, 4050 Main Street, Riverside, CA 92501, to
9 consider and confirm as final: (a) the fairness, reasonableness, and adequacy of the proposed Settlement
10 Agreement; (b) any objections made by Settlement Class Members to the proposed Settlement Agreement;
11 (c) whether the Settlement Agreement should be finally approved by this Court; (d) Class Counsel's
12 motion for attorneys' fees, costs, and Service Awards; and (e) such other matters as this Court may deem
13 proper and necessary.

14 8. The proposed form, timing, and method of Notice to the Class, described in the Settlement
15 Agreement, are hereby approved for the purpose of notifying the members of the Settlement Class of the
16 proposed Settlement Agreement, the Final Approval Hearing date, and the rights of Settlement Class
17 Members to exclude themselves or object to the Settlement. Copies of the Claim Form, Long Form Notice,
18 the Objection Form, the Opt-Out Form, and the Postcard Notice, are attached to the Settlement Agreement
19 and appended to this Order as Exhibits 1-5. The Notice shall be disseminated to the members of the
20 Settlement Class substantially in the forms approved. The Settlement Website shall also make available
21 the Notice materials in Spanish and Arabic. The Parties may by mutual written consent make non-
22 substantive changes to the notices without further Court approval. The costs of giving notice to the
23 members of the Settlement Class shall be paid from the Settlement Fund.

24 9. The Settlement Administrator shall issue Notice to the Settlement Class within 30 days
25 after the entry of this Preliminary Approval Order, including by U.S. Mail and website publication as set
26 forth in the Settlement Agreement.

27 10. The Long Form Notice, Settlement Agreement, and this Preliminary Approval Order shall
28 be posted on the Settlement Website created by the Settlement Administrator.

1 11. Within seven days of the last day of the Opt-Out Period, the Settlement Administrator shall
2 provide Class Counsel and Defendant's Counsel a complete and final list of all Opt Outs and a copy of all
3 objections submitted.

4 12. The Notice Program, as set forth in the Settlement Agreement, is the best notice practicable
5 under the circumstances and is reasonably calculated to apprise the members of the Settlement Class of
6 the pendency of this Action and their right to participate in, object to, or exclude themselves from the
7 Settlement. The Court further finds that the Notices satisfy the requirements of California Rule of Court
8 3.766(d) and due process.

9 13. Settlement Class Members who wish to exclude themselves from the Settlement Class for
10 purposes of this Settlement may do so by submitting a request to opt out to the Settlement Administrator
11 that is postmarked no later than the last day of the Opt-Out Period. The request to opt-out for exclusion
12 must comply with the procedures set forth in the Settlement Agreement. Each Settlement Class Member
13 desiring to exclude himself or herself shall timely submit written notice of such intent to the designated
14 address set forth in the Notice. The written notice must clearly manifest the intent to opt out of the
15 Settlement Class and must be signed by the Settlement Class Member. A request to opt out may not request
16 an opt-out for more than one member of the Settlement Class. Each opt-out must be individually
17 submitted; "mass" or "class" opt-outs are not permitted.

18 14. Any Settlement Class Member who timely requests to opt out consistent with these
19 procedures may not file an objection to the Settlement Agreement and shall be deemed to have waived
20 any rights or benefits under the Settlement Agreement. Settlement Class Members who fail to submit a
21 valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the
22 final judgment.

23 15. Any Settlement Class Member who has not timely filed a request for exclusion may object
24 to the granting of final approval to the Settlement. Settlement Class Members may object on their own or
25 through separate counsel at their own expense.

26 16. Any written objection to the Settlement Agreement must comply with the objection
27 procedures set forth in the Settlement Agreement and must be submitted on or before the Objection
28 Deadline. Any Settlement Class Member who does not make objections in the manner and by the date set

1 forth shall be deemed to have waived any objections and shall be forever barred from raising such
2 objections, except upon personal appearance at the Final Approval Hearing. Notwithstanding the above,
3 any Settlement Class Member may personally appear at the Final Approval Hearing and orally state his
4 or her objection, subject to Court approval.

5 17. All proceedings in this Action are stayed and suspended until further order of this Court,
6 except such actions as may be necessary to implement the Settlement Agreement.

7 18. In the event that the Settlement Agreement is terminated pursuant to its terms, disapproved
8 by any court, or not consummated for any reason, or the Effective Date does not occur, the order certifying
9 the Settlement Class for purposes of effectuating the Settlement Agreement and all preliminary findings
10 regarding that certification shall be automatically vacated, and the action shall proceed as though the
11 Settlement Class had never been certified pursuant to the Settlement Agreement.

12 19. The Final Approval Hearing shall occur on October 1, 2026, at 8:30 A.M. P.T at 4050 Main
13 Street, Riverside, CA 92501, at Department 1.

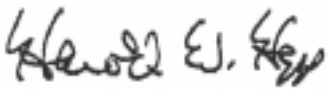
14 20. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court
15 retains continuing jurisdiction over the settlement proceedings to ensure the effectuation thereof in
16 accordance with the Settlement preliminarily approved herein.

17 21. The Parties are directed to carry out their obligations under the Settlement Agreement.
18 Deadlines arising under the settlement and this Preliminary Approval Order include, but are not limited
19 to:

EVENT	DATE
Notice sent to Settlement Class Members	45 days after the Preliminary Approval Order
Opt-Out and Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Deadline for Class members to Submit Claim Forms	90 days after the earliest day on which the Notice is first distributed
Deadline for Plaintiffs to File Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 Days before the initial scheduled Final Approval Hearing
Final Approval Hearing	October 1, 2026 at 8:30 A.M. P.T at 4050 Main Street, Riverside, CA 92501, at Department 1.

IT IS SO ORDERED.

Dated: June 8, 2026



Hon. Harold W. Hopp

Exhibit 1

**Must be postmarked or
submitted online
NO LATER THAN
MONTH DD, 20YY**

DAP Data Incident
SETTLEMENT ADMINISTRATOR
P.O. BOX XXX
PORTLAND, OR 972XX-XXXX
www.xxxxxxxxxx.com

Donald Crosslin and Matthew Paone v. DAP Health, Inc. Claim Form
Case No. CVRI2500186

GENERAL INFORMATION

If you are an individual in the United States whose Private Information was compromised in the Data Incident involving DAP Health, Inc. in July 2024, and you have not opted-out of the Settlement, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at **www.xxxxxxxxxx.com**. Claims must be submitted online or postmarked by **MONTH DD, 20YY**. If you would prefer to submit by mail, please use the return address at the top of this form.

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim Form for the following Settlement Class Member Benefits:

1. **Documented Loss Payment:** You may submit a Claim Form and provide reasonable documentation for up to \$5,000 per Settlement Class Member. Supporting documentation is required;

AND

2. **Pro Rata Cash Payment:** In addition to the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the *estimated* amount of \$25;

AND

California Statutory Cash Payment: In addition to the cash payments above, if you were a resident of California on July 22, 2024, and Defendant sent you Notice, you may submit a Claim Form for an additional cash payment of \$75;

AND

3. **Credit and Medical Record Monitoring:** In addition to the cash payments listed above, you may also submit a Claim Form to receive two years of Credit and Medical Record Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) if the amount of Valid Claims exceeds the amount of the Settlement Fund.

* * *

*Please Note: The Settlement Administrator may contact you to request
additional documents to process your Claim Form.*

For more information and complete instructions, visit **www.xxxxxxxxxx.com**.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final. Thank you for your patience.

Questions? Go to **www.xxxxxxxxxx.com** or call **1-XXX-XXX-XXXX**.

Contact Information

1. NAME (REQUIRED):

First Name

[illegible]

MI

7

Last Name

[illegible]

2. MAILING ADDRESS (REQUIRED):

Street Address

[illegible]

Apt. No.

[illegible]

City

[illegible]

State

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ZIP Code

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3. PHONE NUMBER:

$$\begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline & & & \\ \hline \end{array}$$

4. EMAIL ADDRESS:

[illegible]

Credit and Medical Record Monitoring

You may be eligible to receive free Credit and Medical Record Monitoring services.

All Settlement Class Members are eligible to claim Credit and Medical Record Monitoring services.

Please select the checkbox if you want to enroll in Credit and Medical Record Monitoring services for which you are eligible.

9

Credit and Medical Record Monitoring: I want to receive two years of Credit and Medical Record Monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code to your provided email address listed above after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Documented Loss Payment

You may submit a Claim Form and provide reasonable documentation for up to \$5,000 per Settlement Class Member. Eligible losses include those incurred on or after July 22, 2024, up to the date of submitting your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed.

Examples of reasonable documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, photographs, and receipts. Documented Losses cannot be documented solely by a personal certification, declaration, or affidavit from you; you must provide supporting documentation in addition to any such certification, declaration, or affidavit. "Self-prepared" documents such as handwritten receipts, by themselves, do not constitute reasonable documentation, but can be considered to add clarity or support to other submitted documentation.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected to receive the Pro Rata Cash Payment.

To look up more details about how the cash payments work, visit www.xxxxxxxx.com or call toll-free 1-XXX-XXX-XXX. Please also review the Long Form Notice on the Settlement Website for more information.

By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches. You will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source.

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft. <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$. Date: - - MM DD YYYY	
Other losses or costs resulting from identity theft or fraud (provide detailed description) related to the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$. Date: - - MM DD YYYY	

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX.

○ Zelle

Zelle Email or Phone:

[illegible]

☐ **ACH/Direct Deposit**

ABA Routing Number

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Account Number

[illegible]

Signature

By signing my name, I affirm under the penalty of perjury and laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

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

--

Signature

Date:

MM — DD — YYYY

Print Name

Exhibit 2

If your Private Information was compromised in the Data Incident involving DAP Health, Inc., in July 2024, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

- A \$1.3 million Settlement has been reached in a class action lawsuit against DAP Health, Inc. (“Defendant”) regarding a cybersecurity incident (“Data Incident”) took place in July 2024 involving Defendant and resulting in the potential unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information means information collected and/or maintained by Defendant, including, but is not limited to, names, Social Security numbers, addresses, dates of birth, phone numbers, driver’s license numbers, passport numbers, birth certificate numbers, vehicle license plate and VIN numbers, financial account numbers, Medicare/Medicaid numbers, health insurance plan and policy numbers, medical diagnoses, medical procedures and treatments, procedure/treatment dates and locations, treatment costs, laboratory test results and images, vital signs records, medical histories, allergies, prescription drugs taken and written, medical provider names, and other sensitive data.
- The Settlement Class includes: all individuals in the United States whose Private Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident and who have not opted-out of the Settlement.
- If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

Documented Loss Payment: You may submit a Claim Form and provide reasonable documentation for up to \$5,000 per Settlement Class Member; **AND**

Pro Rata Cash Payment: In addition to the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the estimated amount of \$25; **AND**

California Statutory Cash Payment: If you were a resident of California on July 22, 2024, you may submit a Claim Form for an additional cash payment of \$75; **AND**

Credit and Medical Record Monitoring Services - In addition to the cash payments listed above, you may also submit a Claim Form to receive two years of free credit and medical record monitoring services.

Your cash payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of all Valid Claims.

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

Your Legal Rights and Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 20YY
Exclude Yourself	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: MONTH DD, 20YY
Object to the Settlement	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 20YY
Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Harold W. Hopp of the Superior Court of California for the County of Riverside is overseeing this class action. The lawsuit is known as *Donald Crosslin and Matthew Paone v. DAP Health, Inc.*, Case No. CVRI2500186 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, DAP Health, Inc., is called the “Defendant.”

2. What is this lawsuit about?

Plaintiffs filed this lawsuit against Defendant on behalf of themselves and all others similarly situated regarding a cybersecurity incident (“Data Incident”) took place in July 2024 involving Defendant and resulting in the potential unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information means information collected and/or maintained by Defendant, including, but is not limited to, names, Social Security numbers, addresses, dates of birth, phone numbers, driver’s license numbers, passport numbers, birth certificate numbers, vehicle license plate and VIN numbers, financial account numbers, Medicare/Medicaid numbers, health insurance plan and policy numbers, medical diagnoses, medical procedures and treatments, procedure/treatment dates and locations, treatment costs, laboratory test results and images, vital signs records, medical histories, allergies, prescription drugs taken and written, medical provider names, and other sensitive data.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is the lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

The Court already has preliminarily approved the Settlement. This means the Court has determined there is sufficient evidence to suggest the Settlement is fair, reasonable, and adequate. Because the settlement of a class action determines the rights of all members of the Settlement Class, the Court

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

overseeing this lawsuit must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class may be given notice and the opportunity to exclude themselves from the Settlement Class, or object to the Settlement. If the Court does not grant Final Approval to the Settlement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the lawsuit will continue as if there is no settlement

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes: all individuals in the United States whose Private Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident and who have not opted-out of the Settlement.

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

Yes. Excluded from the Settlement Class are: (a) the Judges presiding over the lawsuit, Class Counsel, and members of their families; (b) Defendant and its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents, have a controlling interest, and its current or former officers and directors; (c) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (d) the successors or assigns of any such excluded Persons.

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 www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Benefits:

Documented Loss Payment: You may submit a Claim Form and provide reasonable documentation for up to \$5,000 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, photographs, and receipts. Documented Losses cannot be documented solely by a personal certification, declaration, or affidavit from you; you must provide supporting documentation in addition to any such certification, declaration, or affidavit. “Self-prepared” documents such as handwritten receipts, by themselves, do not constitute reasonable documentation, but can be considered to add clarity or support to other submitted documentation.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be treated as if you elected to receive the Pro Rata Cash Payment.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Pro Rata Cash Payment: In addition to the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the estimated amount of \$25.

California Statutory Cash Payment: In addition to Documented Loss Payment and Pro Rata Cash Payment, if you were a resident of California on July 22, 2024, and Defendant sent you Notice, you may submit a Claim Form for an additional cash payment of \$75.

Credit and Medical Record Monitoring Services - In addition to the cash payments listed above, you may also submit a Claim Form to receive two years of free credit and medical record monitoring services.

The Settlement Fund will be used for Administrative Expenses, attorneys' fees and expenses, Service Awards, the costs of Credit and Medical Record Monitoring, Valid Claims for Documented Loss Payments, and Valid Claims for the California Statutory Cash Payment. The remaining amount is the Net Settlement Fund. Pro Rata Cash Payments will be determined on a pro rata (a legal term meaning equal share) basis paid from the Net Settlement Fund. If there is not enough money available in the Settlement Fund to fully pay for Credit and Medical Record Monitoring Services, the coverage period for these services will be shortened, and no payments will be made for Documented Loss Payments, Pro Rata Cash Payments, or California Statutory Cash Payments. If Credit and Medical Record Monitoring Claims and Documented Loss Claims together exceed available funds, Documented Loss Payments will be reduced equally, and no Pro Rata Cash Payments or California Statutory Payments will be made.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

Section 91 of the Settlement Agreement describes the Release, Released Claims and Released Parties, in necessary legal terminology, so please read this section carefully.

Release Claims include any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident and claims made in the Complaint.

The Settlement Agreement and other court documents are available at **www.XXXXXXXXXX.com**. You may also obtain the pleadings in the Litigation and the Settlement Agreement attached to the Declaration of John J. Nelson in support of Plaintiffs' Motion for Preliminary Approval filed in the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, CA 92501 and accessible online via www.riverside.courts.ca.gov.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

For questions regarding the Release, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive the Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement Class Member Benefits?

If you submit a timely and valid Claim Form, Settlement Class Member Benefits will be provided 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.XXXXXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or 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.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) The case name and number - *Donald Crosslin and Matthew Paone v. DAP Health, Inc.*, Case No. CVRI2500186 (Riverside Superior Court);

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

- 2) Your name, address, and telephone number;
- 3) Your personal physical signature; and
- 4) A statement that you want to be excluded from the Settlement Class, such as “I request to be excluded from the Settlement Class in *Donald Crosslin and Matthew Paone v. DAP Health, Inc.*, Case No. CVRI2500186 (Riverside Superior Court).”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. 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 all or any part of the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

To object, you must send your timely written objection to the Settlement Administrator as provided below **postmarked** by **MONTH DD, 20YY**, stating you object to the Settlement in *Donald Crosslin and Matthew Paone v. DAP Health, Inc.*, Case No. CVRI2500186 (Riverside Superior Court).

To submit an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

1. The case name and number - *Donald Crosslin and Matthew Paone v. DAP Health, Inc.*, Case No. CVRI2500186 (Riverside Superior Court);
2. Your full name, current physical mailing address, and telephone number;
3. A statement indicating whether the objection applies only to you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
4. The specific grounds for the objection; and
5. All documents or writings that you as the objector desire the Court consider.

Your objection must be mailed to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this lawsuit?

Yes. The Court has appointed John Nelson of Milberg, PLLC and Kristen Lake Cardoso of Kopelowitz Ostrow P.A. as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 1/3 of the Settlement Fund (or \$433,333.33), plus reimbursement of costs. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$5,000 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak, but you do not have to.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Harold W. Hopp in Department 1 at the Riverside Historic Courthouse at 4050 Main Street, Riverside, CA 92501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you would like to speak at the hearing, the Court may hear you or your lawyer speak.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend 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 attend the Final Approval Hearing to speak about it. As long as you file a written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, you may speak at the hearing, but you do not have to. If there are objections that were filed by the deadline, the Court will consider them. If you would like to speak at the hearing, the Court may hear you speak.

GETTING MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S
CLERK OFFICE REGARDING THIS NOTICE.**

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Exhibit 3

OBJECTION FORM

Donald Crosslin and Matthew Paone v. DAP Health, Inc.,
Case No. CVRI2500186

You have the right to object to the Settlement or any of its terms. To do so, you must complete and submit this form and must not have submitted an Opt-Out Form. If you wish to be eligible to receive any Settlement benefits (regardless of whether or not your objection is overruled), you must also submit a timely Claim Form. You may, but are not required to, appear at the Final Approval Hearing to present your objection orally.

Objection Forms must be received by or postmarked no later than <<**DATE**>> and mailed to:

DAP Health Settlement
PO Box 3245
Portland, OR 97208-3245

Instructions: You must complete all sections of this form and sign where indicated. Failure to provide all required information may result in your objection being rejected.

_____	_____	_____
<i>First Name*</i>	<i>M.I.</i>	<i>Last Name*</i>

<i>Business/Trust/Estate</i>	<i>Representative (proof of authority required*)</i>	

<i>Street Address*</i>	<i>City/State/Zip*</i>	

<i>Phone Number*</i>		

<i>Email Address</i>		

In the space provided below, describe the basis of your objection and indicate whether the objection applies to yourself, a subset of the Settlement Class or the entire Settlement Class. You may enclose additional pages:

By signing my name, I affirm under the penalty of perjury and laws of the United States that the information I have supplied in this Objection Form and any copies of documents that I am sending to support my objection are true and correct to the best of my knowledge.

_____	_____	_____
<i>Print Name*</i>	<i>Date*</i>	<i>Signature*</i>

Exhibit 4

OPT-OUT FORM

Donald Crosslin and Matthew Paone v. DAP Health, Inc.,
Case No. CVRI2500186

By completing this form, you are opting out and excluding yourself from this Settlement. You will retain your right to sue DAP Health Inc. for the claims involved in this Settlement. However, you will not be able to file a claim, object, or receive money or benefits from this Settlement.

Opt-Out Forms must be received by or postmarked no later than <<**DATE**>> and mailed to:

DAP Health Settlement
PO Box 3245
Portland, OR 97208-3245

Instructions: You must complete all sections of this form and sign where indicated. Failure to provide all required information may result in your Opt-Out being rejected.

_____	_____	_____
<i>First Name*</i>	<i>M.I.</i>	<i>Last Name*</i>

<i>Business/Trust/Estate</i>	<i>Representative (proof of authority required*)</i>	

<i>Street Address*</i>	<i>City/State/Zip*</i>	

<i>Phone Number*</i>		

<i>Email Address</i>		

By signing this Opt-Out Form, I hereby exclude myself from this Settlement and understand that I will have no right to receive any money or benefits under the Settlement in this case, and I will have no right to object to the Settlement and be heard at the Final Approval Hearing.

_____	_____	_____
<i>Print Name*</i>	<i>Date*</i>	<i>Signature*</i>

Exhibit 5

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 9XXXX-XXXX

Court-Approved Legal Notice

**If your Private Information was
compromised in the Data Incident
involving DAP Health, Inc. in July
2024, you may be entitled to
Settlement Class Member Benefits
from a Settlement.**

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

This notice is a summary. Learn more about the
Settlement at www.XXXXX.com, or by calling toll
free 1-XXX-XXX-XXX.

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

A \$1.3 million Settlement has been reached in a class action lawsuit against DAP Health, Inc. (“Defendant”) regarding a Data Incident that took place in July 2024 involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. Private Information means information collected and/or maintained by Defendant, including, but is not limited to, names, Social Security numbers, addresses, dates of birth, phone numbers, driver’s license numbers, passport numbers, birth certificate numbers, vehicle license plate and VIN numbers, financial account numbers, Medicare/Medicaid numbers, health insurance plan and policy numbers, medical diagnoses, medical procedures and treatments, procedure/treatment dates and locations, treatment costs, laboratory test results and images, vital signs records, medical histories, allergies, prescription drugs taken and written, medical provider names, and other sensitive data.

Records show you are a member of the Settlement Class, defined as: all individuals in the United States whose Private Information was compromised in the Data Incident, including all individuals who received notice of the Data Incident and who have not opted-out of the Settlement.

What does the Settlement Provide? Settlement Class Members can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

Documented Loss Payment: You may submit a Claim Form and provide reasonable documentation for up to \$5,000 per Settlement Class Member; **AND**

Pro Rata Cash Payment: In addition to the Documented Loss Payment, without providing documentation, you may submit a Claim Form to receive a pro rata (a legal term meaning equal share) cash payment in the estimated amount of \$25; **AND**

California Statutory Cash Payment: If you were a resident of California on July 22, 2024, you may submit a Claim Form for an additional cash payment of \$75; **AND**

Credit and Medical Record Monitoring Services - In addition to the cash payments, you may also be eligible for two years of free credit and medical record monitoring services.

Your cash payment may be subject to a *pro rata* (a legal term meaning equal share) decrease depending upon the total value of all Valid Claims.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release the Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement Agreement, Fees Award and Costs, and Service Awards by **Month XX, 20YY**. The Settlement Agreement and Long Form Notice on the Settlement Website explain how to opt-out or object. You may also obtain the Settlement Agreement at the Superior Court of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501 and online via www.riverside.courts.ca.gov. If you do nothing, you will get no benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, attorneys’ fees up to \$433,333.33, plus reimbursement of costs, and any objections. You or your lawyer may attend and ask to appear at the hearing, but you are not required to do so.

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

DAP Data Incident
Settlement Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx