

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

If you received a notice of Data Breach regarding the Data Breach from Personal Touch Holding Corp. (“PTHC”) on or around March 24, 2021, you may be eligible for a class action settlement payment.

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

- A settlement has been reached in a class action lawsuit about a Data Breach that occurred in or around January 2021, which potentially exposed personally identifiable information (“PII”) and/or protected health information (“PHI”) of patients and employees of PTHC or its subsidiaries (the “Data Breach”).
- PTHC, through its subsidiaries, provides home health and home care personnel and related services to individuals in their homes. The circumstances giving rise to this case occurred in or about January 2021 and involved an unauthorized person who accessed PTHC’s private cloud hosted by its managed service providers and may have accessed private cloud business records of PTHC and its direct and indirect subsidiaries. The exposed information may have included medical treatment information, insurance card and health plan benefit numbers, medical record numbers, first and last name, address, telephone numbers, date of birth, Social Security Numbers, and financial information, including check copies, credit card numbers, and bank account information. Subsequently, a lawsuit was filed against PTHC, alleging that it did not take appropriate care to protect the patients and employees from the Data Breach.
- PTHC denies all of the Plaintiff’s claims in the lawsuit and maintains it did not do anything wrong but has agreed to settle the case to avoid the expense and burdens of litigation.
- The settlement includes all Persons to whom PTHC sent notification, whether by direct written notice or substitute notice, that their PII and/or PHI may have been or was exposed to unauthorized third parties as a result of the Data Breach.
- The settlement provides payments to individuals who submit Approved Claims for Out-of-Pocket Losses and Attested Time that are fairly traceable to the Data Breach or fairly traceable to receiving notice of the Data Breach.
- The settlement also includes two years of Identity Defense Total Service for individuals whose PII or PHI was potentially exposed in the Data Breach. You must submit a Settlement Claim to receive this benefit.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment and/or credit monitoring. You must submit a Settlement Claim by the Claims Deadline, May 21, 2024.
Ask to be Excluded	Get no payment. The only option that allows you to sue PTHC over the claims resolved by this settlement. You must exclude yourself by the Opt-Out Date of May 21, 2024.
Object	Write to the Court about why you do not like the settlement. You must object by the Objection Date of May 21, 2024.
Do Nothing	Get no payment. Give up rights.

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

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BASIC INFORMATION

1. Why was this Notice issued?

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

This matter involves a lawsuit styled *Everetts v. Personal Touch Holding Corp.*, in the United States District Court for the Eastern District of New York, Case No. 2:21-cv-02061 (the “Litigation”). The Person who sued is called the Plaintiff. PTHC is called the Defendant.

2. What is this Litigation about?

The Litigation claims that PTHC (“Defendant”) was responsible for the Data Breach and asserts claims such as: negligence, breach of contract, and breach of confidence. The Litigation seeks compensation for people who experienced unreimbursed, documented Out-of-Pocket Expenses, fraudulent charges, and/or Attested Time related the Data Breach or to receiving notice of the Data Breach.

PTHC denies all of the Plaintiff’s claims and maintains it did not do anything wrong.

3. Why is this Litigation a class action?

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

4. Why is there a settlement?

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

WHO IS IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a Person to whom PTHC sent notification, whether by direct written notice or substitute notice, on or about March 24, 2021, that PII and/or PHI may have been exposed to unauthorized third parties as a result of the Data Breach occurring in or about January 2021.

Specifically excluded from the Settlement Class are: (i) PTHC and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class;

(iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity involved in the Data Breach or who pleads *nolo contendere* to any such charge.

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

If you are not sure whether you are included in the settlement, you may call (833) 462-3481 with questions or visit www.personaltouchdatasettlement.com. You may also write with questions to Personal Touch Holding Corp., c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

The settlement will provide payments to people who submit valid timely Claim Forms. There are two types of general payments that are available:

- (1) Reimbursement for Out-of-Pocket Losses and Attested Time for individuals whose PII or PHI *was* potentially exposed in the Data Breach (Question 8) and
- (2) Reimbursement for Out-of-Pocket Losses and Attested Time for individuals whose PII or PHI *was not* potentially exposed in the Data Breach (Question 9).

You must provide proof of your Settlement Class membership in the form of either (1) the unique identifier provided in the Notice you received by postcard or e-mail; or (2) name and physical address you provided to PTHC or its subsidiaries for healthcare or employment purposes.

If you provide a bill or payment card statement as part of required proof for any part of your Settlement Claim, you may redact unrelated transactions and all but the first four and last four digits of any account number. In order to claim each type of payment, you must provide related documentation with the Claim Form, and the expense for which you are submitting a Claim Form cannot have been reimbursed through any other source.

For individuals whose PII or PHI was potentially exposed in the Data Breach, the settlement also includes Identity Defense Total Service for a period of 2 years from the effective date of the settlement. You must submit a Settlement Claim to receive this benefit.

Finally, as part of the settlement, PTHC has agreed to adjust its internal controls and systems to further secure its PII and PHI. More details are provided in the Settlement Agreement, which is available at www.personaltouchdatasettlement.com.

8. What payments are available for individuals whose personally identifiable information or protected health information *was* potentially exposed in the Data Breach?

Settlement Class Members whose PII or PHI *was* potentially exposed in the Data Breach are each eligible to receive reimbursement of up to \$7,500

(in total, per person) for the following categories of unreimbursed, Out-of-Pocket Losses and Attested Time fairly traceable to the Data Breach, including:

- unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's personal information;
- other miscellaneous expenses incurred related to any Out-of-Pocket Expense such as notary, fax, postage, copying, mileage, bank, and long-distance telephone charges;
- credit monitoring or other mitigative costs that were incurred on or after January 20, 2021, through the date of the Settlement Class Member's claim submission;
- unpaid time off work to address issues fairly traceable to the Data Breach at the actual hourly rate of that Settlement Class Member;
- up to three (3) hours of unreimbursed Attested Time (at \$25 per hour) spent remedying issues related to the Data Breach.

9. What payments are available for individuals whose personally identifiable information or protected health information *was not* potentially exposed in the Data Breach?

Settlement Class Members whose PII or PHI *was not* potentially exposed in the Data Breach are each eligible to receive reimbursement for the following categories of unreimbursed, Out-of-Pocket Losses up to a cap of One Hundred Twenty-Five Dollars (\$125) and Attested Time fairly traceable to receiving notice of the Data Breach, including:

- miscellaneous expenses incurred related to any Out-of- Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and
- credit monitoring or other mitigative costs that were incurred on or after January 20, 2021 (or the earliest verifiable date of receipt of notice from Defendant of the Data Breach) through the date of the Settlement Class Member’s claim submission.

HOW TO GET BENEFITS

10. How do I get benefits?

To ask for a payment or, if applicable, to sign up for credit monitoring, you must complete and submit a Claim Form. Claim Forms are available at www.personaltouchdatasettlement.com, or you may request one by mail by calling (833) 462-3481. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **May 21, 2024** to:

Personal Touch Holding Corp.
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

11. How will Settlement Claims be decided?

The Claims Administrator will decide in their professional judgment whether the information provided on a Claim Form is complete, timely and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided timely, the Settlement Claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **May 21, 2024**.

13. What am I giving up as part of the Settlement?

If the settlement becomes final, you will give up your right to sue for the claims being resolved by this settlement. The specific claims you are giving up are described in Section 1.27 of the Settlement Agreement. You will be “releasing” PTHC and all related people or entities as described in Sections 1.26 and 1.28 of the Settlement Agreement. The Settlement Agreement is available at www.personaltouchdatasettlement.com.

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firm listed in Question 17 for free or, you can, of course, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

14. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement, but you will not be bound by any judgment in this case.

15. If I do not exclude myself, can I sue PTHC for the same thing later?

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

16. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in the Litigation styled *Everetts v. Personal Touch Holding Corp.*, in the United States District Court for the Eastern District of New York, Case No. 2:21-cv-02061. Include your name, address, and signature. You must mail your exclusion request postmarked by **May 21, 2024**, to:

Personal Touch Holding Corp. Settlement Exclusions
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed the following lawyers as “Proposed Class Counsel”: John A. Yanchunis of MORGAN & MORGAN COMPLEX LITIGATION GROUP, 201 N. Franklin St., 7th Floor, Tampa, Florida 33602 and Ryan D. Maxey of Maxey Law Firm, P.A., 107 N. 11th St. #402 Tampa, Florida, 33602.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Proposed Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$510,000. Proposed Class Counsel will also request approval of a service award of \$2,500 for the Representative Plaintiff. Any amount that the Court awards for attorneys’ fees, costs, expenses, and a service award will be paid separately per the terms of the Settlement Agreement and will not reduce the amount of payments to Settlement Class Members who submit Approved Claims.

OBJECTING TO THE SETTLEMENT

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

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

You can object to the settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *Everetts v. Personal Touch Holding Corp.*, in the United States District Court for the Eastern District of New York, Case No. 2:21-cv-02061, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- the name or caption of this Litigation;
- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;

- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; and
- your signature or the signature of your duly authorized attorney or other duly authorized representative.

To be timely, your objection must be **filed** with the Clerk of the Court for the United States District Court for the Eastern District of New York no later than **May 21, 2024**.

In addition, you must **mail** a copy of your objection to both Proposed Class Counsel and PTHC’s counsel, postmarked no later than **May 21, 2024**:

Court	Proposed Class Counsel	PTHC’s Counsel
Clerk of the Court United States District Court for the New York Eastern District 100 Federal Plaza Central Islip, NY 11722	John A. Yanchunis MORGAN & MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin St., 7 th Floor, Tampa, Florida 33602 Ryan D. Maxey Maxey Law Firm, P.A. 107 N. 11th St. #402 Tampa, Florida, 33602	RUSKIN MOSCOU FALTISCHEK, P.C. Jonathan C. Sullivan, Esq. Michael A.H. Schoenberg, Esq. 1425 RXR Plaza East Tower, 15 th Floor Uniondale, New York 11566

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

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

THE COURT’S FINAL FAIRNESS HEARING

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

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

The Court will hold a Final Fairness Hearing at 10:00 a.m. on **July 22, 2024**, at the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, NY 11722, Courtroom 920 (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.personaltouchdatasettlement.com or call (833) 462-3481. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys’ fees and reasonable costs and expenses, as well as the request for an service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Proposed Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 19, the Court will consider it.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your objection must be **filed** with the Clerk of Court for the United States District Court for the Eastern District of New York by mailing it postmarked no later than **May 21, 2024**. In addition, you must **mail** a copy of your objection to both Class Counsel and PTHC’s counsel listed in Question 19, postmarked no later than **May 21, 2024**.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, you will get no benefits from this settlement. Unless you exclude yourself, after the settlement is granted final approval and the Judgment becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case, ever again against PTHC or any related people or entities as described in Sections 1.26 and 1.28 of the Settlement Agreement. The Settlement Agreement is available at www.personaltouchdatasettlement.com.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.personaltouchdatasettlement.com. You may also write with questions to the Claims Administrator, Personal Touch Holding Corp., c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391. You can also get a Claim Form at the website, or by calling the toll-free number, (833) 462-3481.