

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

<p>ROBERT FERNANDEZ, as an individual and on behalf of all others similarly situated,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>90 DEGREE BENEFITS, LLC and 90 DEGREE BENEFITS – WISCONSIN (f/k/a EBSO, INC.),</p> <p style="text-align:center">Defendants.</p>	<p>Case No. 2:22-cv-00799-SCD</p> <p>DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND ADEQUACY OF NOTICE PLAN AND NOTICES</p>
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I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq.
4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

5. This declaration describes the implementation of the Settlement Notice Plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Fernandez v. 90 Degrees Benefits Wisconsin et al.*, Case No. 2:22-cv-00799-SCD in the United States District Court for the Eastern District of Wisconsin. I previously executed my *Declaration of Cameron R. Azari, Esq. on Notice Plan and Notices* (“Notice Plan Declaration”) on July 13, 2023, which described the Notice Plan, detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae*. I also

provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice plans.

NOTICE PLAN SUMMARY

6. Federal Rule of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Plan as implemented satisfied these requirements.

7. This Notice Plan was designed to reach the greatest practicable number of Settlement Class Members with individual notice. The Notice Plan individual notice efforts reached approximately 95% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Plan was consistent with other court-approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

CAFA NOTICE

8. On July 28, 2023, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”) as required by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was sent via United States Postal Service (“USPS”) Certified Mail to 55 officials, which included the Attorneys General of 49 states, the District of Columbia, and the United States Territories. As per the direction of the Office of the Nevada Attorney General, the CAFA Notice was sent to the Nevada Attorney General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the Declaration of Kyle S. Bingham on

¹ Fed. R. Civ. P. 23(c)(2)(B).

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

Implementation of CAFA Notice, dated July 28, 2023, which is included as **Attachment 1**.

NOTICE PLAN DETAIL

9. On July 21, 2023, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Preliminary Approval Order*. In the Preliminary Approval Order, the Court approved and certified, for settlement purposes only, the following “Settlement Class” as:

All persons who were notified by 90 Degree Benefits, Inc. of the cyberattacks perpetrated against 90 Degree Benefits on or around January 28, 2022 through February 28, 2022 and December 5, 2022 through December 11, 2022.

The Settlement Class specifically excludes: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

10. After the Court’s Preliminary Approval Order was entered, Epiq began to implement the Notice Plan. This Declaration details the notice activities undertaken to date and explains how and why the Notice Plan was comprehensive and well-suited to reach the Settlement Class Members. This Declaration also discusses the administration activity to date.

NOTICE PLAN

Individual Notice

11. On August 2, 2023, Epiq received one data file with 187,021 records for identified Settlement Class Members, including names and addresses and additional data as available (“Settlement Class List”). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database. These efforts resulted in 183,329 unique, identified Settlement Class Member records. Epiq then sent the 183,329 records to Transunion to perform address updates to identify the most likely current physical mailing address for the Settlement Class Member records. To the extent no updated physical address was associated with a particular record, the existing physical address was used to send notice. The 183,329 unique records sent to Transunion, resulted in 14,723 updated physical addresses. Ultimately, 3,946 records had missing address information or partial names and could not be sent Notice. As a result, 179,383 unique, identified Settlement Class Members were sent a Postcard

Short Form Notice (“Short Form Notice”) via United States Postal Service (“USPS”) first-class mail.

Individual Notice – Direct Mail

12. On August 18, 2023, Epiq sent 179,383 Short Form Notices to all identified Settlement Class Members with an associated physical address. The Short Form Notices were sent via USPS first-class mail. The Short Form Notice clearly and concisely summarized the case, the Settlement, and the legal rights of the Settlement Class Members. In addition, the Short Form Notice directed the recipients to the Settlement Website for additional information. The Short Form Notice is included as **Attachment 2**.

13. Prior to sending the Short Form Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

14. The return address on the Short Form Notices is a post office box that Epiq maintains for this case. The USPS automatically forwarded Short Form Notices with an available forwarding address order that has not expired (“Postal Forwards”). Short Form Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found using a third-party address

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

lookup service. Upon successfully locating better addresses, Short Form Notices were promptly remailed. As of October 16, 2023, Epiq has remailed 15, 242 Short Form Notices.

15. Additionally, a Claim Package (Long Form Notice and Claim Form) was mailed to all persons who request one via the toll-free telephone number or other means. As of October 16, 2023, Epiq mailed 214 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 3**. The Claim Form is included as **Attachment 4**.

Notice Results

16. As of October 16, 2023, a Short Form Notice was delivered to 174,251 of the 183,329 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 95% of the identified Settlement Class.

Settlement Website

17. On August 17, 2023, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.90dbSettlement.com). Relevant documents, including the Long Form Notice (in English and Spanish), Claim Form, Settlement Agreement, and Preliminary Approval Order, are posted on the Settlement Website. The Settlement Website also provides the ability for Settlement Class Members to file an online Claim Form. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address was prominently displayed in all notice documents. The Long Form Notice in Spanish is included as **Attachment 5**.

18. As of October 16, 2023, there have been 2,601 unique visitor sessions to the Settlement Website, and 14,406 web pages have been presented.

Toll-Free Number and Other Contact Information

19. On August 17, 2023, Epiq established a toll-free telephone number (1-877-203-8169) for the Settlement. Callers are able to hear an introductory message and also have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. This automated phone system is available 24 hours per day,

7 days per week. Callers also have the option to speak with a live service agent during normal business hours (English and Spanish). The toll-free telephone number was prominently displayed in all notice documents. As of October 16, 2023, there has been 915 calls to the toll-free telephone number representing 6,584 minutes of use, and service agents have handled 539 incoming calls representing 4,686 minutes of use, and 74 outgoing calls representing 211 minutes of use.

20. A postal mailing address and email address were established, providing Settlement Class Members with the opportunity to request additional information or ask questions, which Epiq responds to directly via USPS first class mail or email.

Requests for Exclusion and Objections

21. The deadline to request exclusion from the Settlement or to object to the Settlement is October 17, 2023. As of October 16, 2023, Epiq has received six requests for exclusion. As of October 16, 2023, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

22. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail prior to the claim filing deadline. With any method of filing a Claim Form, Settlement Class Members have the option of receiving a digital payment or a traditional paper check.

23. The deadline for Settlement Class Members to file a claim is November 16, 2023. As of October 16, 2023, Epiq has received 2,328 Claim Forms (2,277 online and 51 paper). Since the November 16, 2023, claim filing deadline has not yet passed, these numbers are preliminary. By that deadline, I expect additional claims will have been filed by Settlement Class Members. As standard practice, Epiq is in the process of conducting a complete review and audit of all Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

24. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes,

and further by case law pertaining to notice. This framework directs that the notice plan be optimized to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to settlement class members in any way. All of these requirements were met in this case.

25. The Notice Plan included an extensive individual notice effort to the identified Settlement Class Members. With the address updating protocols that were used, the Notice Plan individual notice efforts reached approximately 95% of the identified Settlement Class. The reach was further enhanced by the Settlement Website. The Federal Judicial Center’s (“FJC”) Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide states that “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the Settlement Class. It is reasonable to reach between 70–95%.”⁴ Here, the Notice Plan we have developed and implemented achieved a reach toward the high end of that standard.

26. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

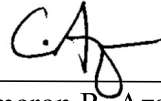
27. The Notice Plan provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure, Rule 23 regarding notice, comported

⁴ FED. JUDICIAL CTR., JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at [http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/\\$file/NotCheck.pdf](http://www.fjc.gov/public/pdf.nsf/lookup/NotCheck.pdf/$file/NotCheck.pdf).

with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

28. The Notice Plan schedule afforded enough time to provide full and proper notice to Settlement Class Members before any opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed October 17, 2023.



Cameron R. Azari, Esq.

Attachment 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

ROBERT FERNANDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

90 DEGREE BENEFITS, LLC and 90 DEGREE
BENEFITS – WISCONSIN (f/k/a EBSO, INC)

Defendants.

Case No. 2:22-cv-00799-SCD

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, unbiased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 400 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendants 90 Degree Benefits, Inc. f/k/a EBSO, Inc. i/s/h/a 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.) and Preferred Care Services, Inc. i/s/h/a 90 Degree Benefits, LLC, 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).¹

7. On July 28, 2023, Epiq sent 57 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Certified Mail to 55 officials (the Attorneys General of 49 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- Class Action Complaint (filed July 12, 2022); and

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- Amended Class Action Complaint (filed February 24, 2023).
- b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
- Claim Form (*Exhibit 1 to the Settlement Agreement and Release*);
 - Long Form Notice (*Exhibit 2 to the Settlement Agreement and Release*);
 - Short Form/ Post Card Notice (*Exhibit 3 to the Settlement Agreement and Release*).
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
- Memorandum in Support of Plaintiff’s Unopposed Motion For Preliminary Approval of Class Action Settlement;
 - Declaration of Danielle L. Perry in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Settlement Agreement and Release;
 - [Proposed] Preliminary Approval Order (*Exhibit 4 to the Settlement Agreement and Release*);
 - [Proposed] Final Approval Order and Judgment (*Exhibit 5 to the Settlement Agreement and Release*);
 - Mason LLP Firm Resume;
 - Declaration of Cameron R. Azari, Esq. on Notice Plan and Notices; and
 - Preliminary Approval Order.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 28, 2023.



KYLE S. BINGHAM

Attachment 1

**CAFA Notice Service List
USPS Certified Mail**

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	American Samoa Gov't Exec Ofc Bldg Utulei	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	Administration Bldg	PO Box 10007	Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Ariel K Smith	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

CAFA Notice Service List
Email

Company	Contact Format	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

July 28, 2023

VIA UPS OR USPS CERTIFIED MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendants 90 Degree Benefits, Inc. f/k/a EBSO, Inc. i/s/h/a 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.) and Preferred Care Services, Inc. i/s/h/a 90 Degree Benefits, LLC relating to the proposed settlement of a class action lawsuit.

- **Case:** *Robert Fernandez, individually and on behalf of all others similarly situated v. 90 Degree Benefits, LLC and 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.), Case No. 2:22-cv-00799-SCD.*
- **Court:** United States District Court for the Eastern District of Wisconsin.
- **Defendants:** 90 Degree Benefits, Inc. f/k/a EBSO, Inc. i/s/h/a 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.) and Preferred Care Services, Inc. i/s/h/a 90 Degree Benefits, LLC
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
 1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - a. Class Action Complaint (filed July 12, 2022); and
 - b. Amended Class Action Complaint (filed February 24, 2023).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has scheduled a Final Approval Hearing for November 16, 2023, at 9:00 a.m.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - a. Claim Form (*Exhibit 1 to the Settlement Agreement and Release*);
 - b. Long Form Notice (*Exhibit 2 to the Settlement Agreement and Release*);
 - c. Short Form / Postcard Notice (*Exhibit 3 to the Settlement Agreement and Release*);
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- Memorandum in Support of Plaintiff’s Unopposed Motion For Preliminary Approval of Class Action Settlement;
 - Declaration of Danielle L. Perry in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Settlement Agreement and Release;
 - [Proposed] Preliminary Approval Order (*Exhibit 4 to the Settlement Agreement and Release*);
 - [Proposed] Final Approval Order and Judgment (*Exhibit 5 to the Settlement Agreement and Release*);
 - Mason LLP Firm Resume;
 - Declaration of Cameron R. Azari, Esq. on Notice Plan and Notices; and
 - Preliminary Approval Order.
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
 6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
 7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** At this time, the defendant does not know and cannot feasibly determine the names of the class members residing in each state, and therefore cannot feasibly estimate the proportionate share of the claims of such members to the entire settlement pursuant to 28 U.S.C. §1715(b)(7)(A) and (B).
 8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

Settlement Administrator
P.O. Box 5075
Portland, OR 97208-5075

Unique ID: [REDACTED]
PIN: [REDACTED]

**If You Were Notified By 90
Degree Benefits Regarding The
February 2022 And December
2022 Data Incidents, You May Be
Eligible For Payment And Credit
Monitoring Services From A
Class Action Settlement.**

*Si desea recibir esta notificación en español,
llámenos o visite nuestra página web.*

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882



A settlement has been reached in a class action lawsuit against 90 DEGREE BENEFITS, INC. f/k/a EBSO, INC. i/s/h/a 90 DEGREE BENEFITS – WISCONSIN (f/k/a EBSO, Inc.) and PREFERRED CARE SERVICES, INC. i/s/h/a 90 DEGREE BENEFITS, LLC (“90 Degree Benefits” or “Defendants”) concerning alleged data security incidents affecting Defendants which occurred in or around February 2022 and December 2022 (the “Data Incidents”). The computer systems possibly affected by the Data Incidents potentially contained the personal information and/or protected health information of certain individuals. The Plaintiffs claim that Defendants were responsible for the Data Incidents. Defendants deny all of the claims.

WHO IS INCLUDED? Defendants’ records show you received a notification from Defendants regarding the Data Incidents, and, therefore, you are included in this Settlement as a “Settlement Class Member” unless you opt out of the Settlement.

SETTLEMENT BENEFITS. The Settlement provides payments to people who submit valid claims for out-of-pocket expenses and lost time relating to the Data Incidents, and for credit monitoring and identity protection services. The Settlement also provides an option for Settlement Class Members to submit a claim for an alternative cash payment. Defendants also represent that they have adopted and implemented additional security measures following the Data Incidents to further strengthen the security of their systems. **The only way to receive a benefit is to file a claim. To get a Claim Form, visit the Settlement Website, at www.90DBSettlement.com, or call 1-877-203-8169. The claim deadline is November 16, 2023.**

OPT OUT. If you do not want to be legally bound by the Settlement, you must exclude yourself. A more detailed notice is available to explain how to exclude yourself. You must mail your exclusion request, postmarked no later than **October 17, 2023**, to the Settlement Administrator. You cannot exclude yourself by phone or email. If you exclude yourself from the Settlement, you will receive no benefits under the Settlement and will not be legally bound by the Court’s judgments related to the Settlement Class and Defendants in this class action.

OBJECT. If you stay in the Settlement, you may object to it by **October 17, 2023**, if you do not agree with any part of it. A more detailed notice is available to explain how to object. You must mail your objection, postmarked no later than **October 17, 2023**, to the Settlement Administrator. You can object only if you stay in the Settlement Class.

OTHER OPTIONS. If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendants for the claims resolved by this Settlement.

FOR MORE INFORMATION. Please visit the website or call **1-877-203-8169** for a copy of the more detailed notice. On **November 16, 2023**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and for reimbursement for litigation costs and expenses not to exceed 33% of the Settlement Fund, or \$330,000, and for Service Award Payments of \$2,500 for each of the Class Representatives. The Motion for attorneys’ fees and expenses and service awards will be posted on the Settlement Website, at www.90DBSettlement.com, after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call **1-877-203-8169** or visit the Settlement Website at www.90DBSettlement.com. AJ1062 v.02

Attachment 3

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN

Fernandez et al. v. 90 Degree Benefits, LLC et al., Case No. 2:22-cv-00799-SCD

If 90 Degree Benefits notified you of Data Incidents which occurred on or around February 2022 and December 2022, you may be eligible for benefits from a class action settlement.

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

Si necesita ayuda en español, comuníquese con el administrador al 1-877-203-8169.

- A Settlement has been reached in a class action lawsuit against 90 Degree Benefits, Inc. f/k/a EBSO, Inc. i/s/h/a 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.) and Preferred Care Services, Inc. i/s/h/a 90 Degree Benefits, LLC (“90 Degree Benefits” or “Defendants”) concerning alleged data security incidents affecting Defendants which occurred in or around February 2022 and December 2022 (the “Data Incidents”).
- The lawsuit is called *Fernandez et al. v. 90 Degree Benefits, LLC et al., Case No. 2:22-cv-00799-SCD* (the “Action”). The lawsuit alleges that the Data Incidents potentially exposed certain personal information and/or protected health information of the Plaintiffs and the members of the putative class.
- The Settlement Class includes all individuals who were sent a notification by Defendants that their personal information and/or protected health information was or may have been compromised in the Data Incidents. It excludes: (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Your legal rights are affected regardless of whether you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is November 16, 2023 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is October 17, 2023 .
OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator explaining why you do not agree with the Settlement. The deadline to object is October 17, 2023 .
ATTEND THE FINAL APPROVAL HEARING	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on November 16, 2023 .
DO NOTHING	You will not get any benefits from the Settlement, and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details and terms, please see the Settlement Agreement available at 90DBSettlement.com.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendants. The case is called *Fernandez et al. v. 90 Degree Benefits, LLC et al.*, Case No. 2:22-cv-00799-SCD. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Robert Fernandez, Steven Greek, Jon Boyajian, and Jenny Olmstead—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs claim Defendants failed to implement and maintain reasonable security measures to adequately protect the personal information and/or protected health information in its possession and to prevent the Data Incidents from occurring.

Defendants deny they are liable for the claims made in the lawsuit and deny any allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website at 90DBSettlement.com.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendants.

WHO’S INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you received a notification letter from Defendants stating that your personal information and/or protected health information was or may have been compromised in the Data Incidents.

If you are still not sure whether you are included in the Settlement Class, you can contact the Settlement Administrator by calling 1-877-203-8169, by emailing Info@90DBSettlement.com, or by visiting the Settlement Website at 90DBSettlement.com.

This Settlement Class does not include (1) the judges presiding over this Action, and members of their direct families; (2) Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the proposed Settlement, Defendants will pay (or cause to be paid) \$990,000.00 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys' fees and costs, Court-approved service awards for Class Representatives, and certain Settlement Fund taxes and tax expenses (the "Net Settlement Fund"). The Net Settlement Fund will be used to provide eligible Settlement Class Members with payments and benefits described below.¹

Reimbursement for Lost Time and Out-of-Pocket Losses: If you spent time responding to the Data Incidents, you may be eligible to receive compensation for Lost Time. If you incurred financial losses that are traceable to the Data Incidents, you may be eligible to receive reimbursement for Out-of-Pocket Losses.

- A. **Lost Time:** A claim for reimbursement may also include a claim for up to three hours of time spent in response to the Data Incidents. Lost Time will be compensated at \$25.00 per hour and requires a brief description of the action taken in response to the Data Incidents and the time associated with those actions.
- B. **Out-of-Pocket Losses:** A claim for reimbursement may include, but is not limited to, the following provided the expenses were incurred primarily as a result of the Data Incidents: (1) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information; (2) costs incurred on or after January 28, 2022, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred relating to any ordinary out-of-pocket loss such as notary, fax, postage, copying, mileage and long-distance telephone charges.

Claims for out-of-pocket expenses or losses and Lost Time are subject to a combined cap of \$5,000.00 per individual.

Credit Monitoring: All Settlement Class Members are eligible to receive one (1) year of identity theft protection and credit monitoring, which includes identity theft monitoring, alerts, three-bureau credit monitoring, fraud resolution, and up to \$1 million identity theft insurance coverage for certain costs, identity restoration, and unauthorized electronic fund transfers.

Alternative Cash Payment: In lieu of filing a claim for reimbursement of Out-of-Pocket Losses, attested time, or for credit monitoring, all Settlement Class Members may file a claim for an alternative cash payment of \$50.00. By filing a claim for an alternative cash payment, Settlement Class Members are giving up their right to file a claim for any other benefits made available under this Settlement.

Confirmatory Discovery: Defendants have also agreed to provide documents and information to Class Counsel showing that Defendants have taken data security measures to remedy the issues that led to the Data Incidents and have implemented other business practices to help ensure information security.

Residual Credit Monitoring Services: In the event that there are funds remaining in the Settlement Fund after payments for Lost Time, Out-of-Pocket Losses, credit monitoring, and alternative cash payments, the funds will be used to increase the number of years of credit monitoring services provided to Settlement Class Members who claim it, up to a total of five (5) years.

Residual Cash Payment: In the event that there are funds remaining in the Settlement Fund after payments for Lost Time, Out-of-Pocket Losses, credit monitoring, alternative cash payments, and residual credit monitoring services, the funds will be used to make a pro rata cash payment to all Settlement Class Members who submit a valid Claim Form, up to a total of \$100.00 per claimant.

For complete details and terms, please see the Settlement Agreement at 90DBSettlement.com.

¹ If the benefits claimed by all Settlement Class Members meets or exceeds the amount of the Net Settlement Fund, then the payments and/or benefits for your claim may be reduced pro rata, pursuant to paragraphs 67 through 69 of the Settlement Agreement, by the Settlement Administrator so the aggregate cost of all payments and benefits does not exceed the amount of the Net Settlement Fund.

HOW TO GET BENEFITS

7. How do I make a claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a claim must fill out and submit a Claim Form online at the Settlement Website, 90DBSettlement.com, or by mail to the Settlement Administrator at P.O. Box 5075, Portland, OR 97208-5075. Claim Forms are available through the Settlement Website or by calling 1-877-203-8169.

All Claim Forms must be submitted no later than November 16, 2023.

8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for **November 16, 2023**. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Mason LLP as “Class Counsel” to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

10. How will the lawyers be paid?

To date, Class Counsel has not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys’ fees and for the reimbursement of litigation costs and expenses which were incurred in connection with the Action not to exceed 33% of the Settlement Fund, or \$330,000.00. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award payment of \$2,500.00 for each Class Representative to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to the Class Representatives.

Class Counsel will file their request for attorneys’ fees, costs, expenses, and service awards for the Class Representatives with the Court, which will also be posted on the Settlement Website at 90DBSettlement.com.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Defendants about the Data Incidents, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims described in the Settlement Agreement available on the Settlement Website at 90DBSettlement.com.

12. What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Question 11 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues released in this Settlement.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Settlement Administrator stating that you want to be excluded from the Settlement in *Fernandez et al. v. 90 Degree Benefits, LLC et al.*, Case No. 2:22-cv-00799-SCD. Your written notification must include: (1) the name of the proceeding; (2) your full name and current address; (3) your signature; and (4) the words "Request for Exclusion" or a comparable statement that you wish to not participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than **October 17, 2023**, to the following address:

Fernandez et al. v. 90 Degree Benefits, LLC et al.
Settlement Administrator
P.O. Box 5075
Portland, OR 97208-5075

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims or legal issues released in this Settlement, even if you do nothing.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Settlement Administrator stating that you object to the Settlement in *Fernandez et al. v. 90 Degree Benefits, LLC et al.*, Case No. 2:22-cv-00799-SCD. Your objection must be filed no later than **October 17, 2023**.

The objection must be in writing and signed by you. The objection must include: (1) the name of the proceedings; (2) your full name, current mailing address, and telephone number; (3) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (4) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (5) the identity of any attorneys representing the objector; (6) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear and/or wishes to be heard at the Final Approval Hearing; (7) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (8) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

You must mail the objection to the Settlement Administrator at the address listed below, postmarked no later than **October 17, 2023**:

Fernandez et al. v. 90 Degree Benefits, LLC et al.
Settlement Administrator
P.O. Box 5075
Portland, OR 97208-5075

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't 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 APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on **November 16, 2023**. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Class Representatives.

The location, date, and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, 90DBSettlement.com., or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at 90DBSettlement.com, or available by writing to *Fernandez et al. v. 90 Degree Benefits, LLC et al.*, Settlement Administrator, P.O. Box 5075, Portland, OR 97208-5075.

Please do not call the Court, the clerk of the Court, the judge, or the Defendants with questions about the Settlement or claims process.

Attachment 4

Must be postmarked or
submitted online NO
LATER THAN
November 16, 2023

FERNANDEZ ET AL. V. 90 DEGREE BENEFITS, LLC ET AL.
SETTLEMENT ADMINISTRATOR
P.O. BOX 5075
PORTLAND, OR 97208-5075
90DBSETTLEMENT.COM

CLAIM FORM

This Claim Form should be filled out online or submitted by mail if you received a notification from 90 Degree Benefits that your personal information was or may have been compromised in the data security incidents in or around February 2022 and/or in or around December 2022 (the "Data Incidents"), and (1) you had Out-of-Pocket Losses or Lost Time spent dealing with the Data Incident; (2) you wish to claim credit monitoring and identity protection services to be paid by 90 Degree Benefits; and/or (3) you wish to claim an alternative cash payment in lieu of any other benefits that may be available under the Settlement.

You may get a check if you fill out this Claim Form if the Settlement is approved, and if you are found to be eligible for a payment. The Settlement establishes a \$990,000.00 fund to compensate Settlement Class Members for their Lost Time and Out-of-Pocket Losses and to provide Settlement Class Members with credit monitoring services. The Settlement also provides Settlement Class Members with an alternative cash payment in lieu of any other benefits that may be available under the Settlement, as well as provides for the costs of notice and administration, certain taxes, Service Award Payments, and attorney fee awards and costs as awarded by the Court. If you submit a valid Claim, you will also be eligible for Residual Distributions, as described in Paragraph 68 of the Settlement Agreement.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, www.90dbsettlement.com, or call 1-877-203-8169 for more information.

If you wish to submit a Claim for a Settlement Payment, you need to provide the information requested below. Please print clearly in blue or black ink. The deadline to submit this claim form online (or have it postmarked for mailing) is **November 16, 2023**.

Si necesita ayuda en español, comuníquese con el administrador al 1-877-203-8169.

PAYMENT ELIGIBILITY INFORMATION

Please review the Notice and Sections III through V of the Settlement Agreement (available at www.90dbsettlement.com) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a Settlement Payment.

Credit Monitoring and Identity Protection Services: Use the Claim Form to request free credit monitoring and identity protection services.

Cash Reimbursement. Use the Claim Form to request money for one or more of the following:

1. **Reimbursement for Out-of-Pocket Losses.** If you incurred unreimbursed charges as a result of the Data Incidents (Out-of-Pocket Losses), you can be reimbursed up to \$5,000.00 (including any claim for lost time). You must submit documents supporting your claim. Examples of Out-of-Pocket Losses are listed below.
2. **Reimbursement for Lost Time.** If you spent time dealing with the effects of the Data Incidents, you can get \$25.00 per hour for your time (Lost Time). You must provide a description of the time spent dealing with the effects of the Data Incidents. Examples of Lost Time are listed below.

Alternative Cash Payment of \$50.00. As an alternative to credit monitoring and identity protection services, reimbursement for Out-of-Pocket Losses, and reimbursement for Lost Time, you may choose to receive a \$50.00 payment. More information is available at www.90dbsettlement.com.

* * *

Claims must be submitted online or mailed so they are postmarked **no later than November 16, 2023**. Use the address at the top of this form for mailed claims.

Please note: The Settlement Administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number and amount of claims filed.

For more information and complete instructions, visit www.90dbsettlement.com.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

Settlement Class Member Information

We will use this information to contact you and process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing info@90dbsettlement.com.

1. NAME (REQUIRED):

First Name

MI

Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt No.

City

State

ZIP Code

3. PHONE NUMBER (REQUIRED):

 - -

4. EMAIL ADDRESS (REQUIRED):

Free Credit Monitoring and Identity Protection Services

You may be eligible to receive free identity protection services.

You can receive free credit monitoring and identity protection services for at least one year. These services include:

- dark web monitoring for your Social Security number, date of birth, address, driver's license number, passport number, payment cards, email addresses, and other information;
- identity monitoring with authentication alerts;
- lost wallet protection;
- security freeze capability in multiple categories: Credit – Experian, Equifax, TransUnion and Innovis; Specialty Finance – Sage Stream, Clarity DATAx, and CoreLogic; Closed Checking and Savings accounts – Chex Systems; and Utilities – NCTUE;
- U.S.-based customer support specially trained in identity theft and fraud discovery and remediation; and
- insight and tips for members on the user dashboard.

Please check the box below if you want free credit monitoring and identity protection services.

Credit Monitoring and Identity Protection Services: I want to receive free credit monitoring and identity protection services for at least one year.

If you select this option, instructions and an activation code will be sent to your email address or home address after the Settlement is final. You won't be "upsold" any services by enrolling or otherwise asked to submit any payment for these services now or in the future.

Cash Payment: Money You Lost or Spent (Out-of-Pocket Losses)

If you lost or spent money as a result of the Data Incidents and have not been reimbursed for that money (Out-of-Pocket Losses), you can receive reimbursement for up to \$5,000.00 total, including your claim for Lost Time, if any.

Examples of Out-of-Pocket Losses include: unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or fraud, falsified tax returns, or other possible misuse of your information; costs incurred on or after January 28, 2022, through November 16, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; other miscellaneous expenses incurred such as notary, fax, postage, copying, mileage and long-distance telephone charges that were incurred on or after January 28, 2022, through November 16, 2023.

If you are seeking reimbursement for fees, expenses, or charges, please attach a copy of a statement from the company that charged you, or a receipt for the amount you incurred.

If you are seeking reimbursement for credit reports, credit monitoring, or other identity theft insurance product purchased between January 28, 2022, and November 16, 2023, please attach a copy of a receipt or other proof of purchase for each credit report or product purchased. (Note: By claiming reimbursement in this category, you certify that you purchased the credit monitoring or identity theft insurance product primarily because of the Data Incidents and not for any other purpose).

Supporting documentation must be provided. You may mark out any transactions that are not relevant to your claim before sending in the documentation.

To look up more details about how cash payments work, visit www.90dbsettlement.com or call toll-free 1-877-203-8169. Through those sources, you will find more information about the types of costs and losses that can be paid back to you, what documents you need to attach, and how the Settlement Administrator decides whether to approve your payment.

Amount	Description of Loss or Money Spent and Supporting Documents (Identify what you are attaching and why it's related to the Data Incidents)
\$ <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> • <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/> <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/>

Reimbursement Rate for Lost Time

If you spent time dealing with the effects of the Data Incidents (Lost Time), you can receive reimbursement for up to three (3) hours of Lost Time, compensable at \$25.00 per hour.

Examples of Lost Time include: You spent valuable time calling customer service lines, writing letters or emails, or on the Internet in order to get fraudulent charges reversed or in updating automatic payment programs because your card number changed. You spent valuable time signing up for credit monitoring services or freezing/unfreezing credit reports with any credit reporting agency.

Please select the number of hours you spent:

- One hour
- Two hours
- Three hours

Please describe the time spent dealing with the effects of the Data Incidents:

Alternative Cash Payment

Please check the box below if you want an alternative cash payment of \$50.00 in lieu of all other Settlement benefit award options.

*****If you file a claim for an alternative cash payment, you cannot file a claim for any other benefits, including credit monitoring and identity theft protection services, Lost Time, and Out-of-Pocket Losses.**

- \$50.00 Alternative Cash Payment:** I want to receive a \$50.00 alternative cash payment in lieu of credit monitoring and identity protection services, payment for Lost Time, and payment for Out-of-Pocket Losses.

Signature

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information I have supplied in this Claim Form is true and correct to the best of my knowledge, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature: Dated: - -
MM DD YYYY

Print Name:

If you made a claim for a cash payment in this Claim Form, after the Settlement is approved you will receive an email at the email address you provided, prompting you to select how you would like to be paid. You can receive your payment via a variety of digital options, or you can elect to receive a check.

MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This Claim Form must be:

Postmarked by **November 16, 2023**, and mailed to P.O. Box 5075, Portland, OR 97208-5075.

Emailed by midnight on **November 16, 2023**, to Info@90DBSettlement.com; or

Submitted through the Settlement Website by midnight on **November 16, 2023** at: www.90dbsettlement.com

Attachment 5

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS PARA EL DISTRITO ESTE DE WISCONSIN

Fernández et al. v. 90 Degree Benefits, LLC et al., Caso n.º 2:22-cv-00799-SCD

Si 90 Degree Benefits le notificó acerca de Incidentes de Datos que se produjeron en febrero de 2022 y diciembre de 2022 o alrededor de esas fechas, usted puede ser elegible para recibir beneficios de un Acuerdo de Acción Colectiva.

Un tribunal autorizó este Aviso. No se trata del ofrecimiento de un abogado.

Si necesita ayuda en español, comuníquese con el administrador llamando al 1-877-203-8169.

- Se ha llegado a un Acuerdo en una demanda de la Acción Colectiva contra 90 Degree Benefits, Inc. f/k/a EBSO, Inc. i/s/h/a 90 Degree Benefits – Wisconsin (f/k/a EBSO, Inc.) y Preferred Care Services, Inc. i/s/h/a 90 Degree Benefits, LLC (“90 Degree Benefits” o “Demandados”) en relación con supuestos incidentes de seguridad de datos que afectan a los Demandados y que se produjeron en febrero de 2022 y diciembre de 2022 o alrededor de esas fechas (los “Incidentes de Datos”).
- La demanda se denomina *Fernández et al. v. 90 Degree Benefits, LLC et al.,* Caso n.º 2:22-cv-00799-SCD (la “Acción”). La demanda alega que los Incidentes de Datos potencialmente expusieron cierta información personal y/o información médica protegida de los Demandantes y los miembros de la acción colectiva putativa.
- El Acuerdo de Acción Colectiva incluye a todas las personas a las que los Demandados enviaron una notificación de que su información personal y/o información médica protegida había sido o podría haber sido comprometida en los Incidentes de Datos. Excluye: (1) los jueces que presiden esta Acción y los miembros de sus familias directas; (2) los Demandados, sus subsidiarias, empresas matrices, sucesores, predecesores y cualquier entidad en la que los Demandados o sus padres tengan una participación mayoritaria y sus actuales o anteriores oficiales, directores y empleados; y (3) los Miembros del Acuerdo de Acción Colectiva que presenten una Solicitud de Exclusión válida antes de la Fecha Límite de Exclusión.
- Sus derechos legales se ven afectados, independientemente de que usted actúe. Lea este aviso detenidamente.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
PRESENTAR UN FORMULARIO DE RECLAMO	Esta es la única forma de recibir beneficios de este Acuerdo. El plazo para presentar un Formulario de Reclamo es el 16 de noviembre de 2023 .
EXCLUIRSE DEL ACUERDO	No recibirá ningún pago, pero conservará cualquier derecho que tenga actualmente con respecto a los Demandados y a los asuntos de este caso. La fecha límite para excluirse del Acuerdo es el 17 de octubre de 2023 .
OBJETAR AL ACUERDO	Escriba al Administrador del Acuerdo explicando por qué no concuerda con el Acuerdo. La fecha límite para objetar es el 17 de octubre de 2023 .

ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA	Usted o su abogado podrá asistir y exponer su objeción en la Audiencia de Aprobación Definitiva. La Audiencia de Aprobación Definitiva se llevará a cabo el 16 de noviembre de 2023 .
NO HACER NADA	No recibirá ningún beneficio del Acuerdo y renunciará a ciertos derechos legales. Seguirá formando parte de la Acción Colectiva y estará sujeto a la Exención.

- Estos derechos y opciones, y las fechas límite para ejercerlos, se explican en el presente Aviso. Para obtener los detalles y términos completos, consulte el Acuerdo disponible en 90DBSettlement.com.
- El Tribunal a cargo de este caso todavía no se ha pronunciado respecto de la aprobación del Acuerdo. No se brindará ningún beneficio ni pago del Acuerdo hasta que el Tribunal apruebe dicho Acuerdo y este se considere definitivo.

INFORMACIÓN BÁSICA

1. ¿De qué trata este Aviso y por qué debería leerlo?

El Tribunal autorizó este Aviso para informarle sobre una propuesta de Acuerdo con los Demandados. El caso se denomina *Fernández et al. v. 90 Degree Benefits, LLC et al.*, Caso n.º 2:22-cv-00799-SCD. Usted tiene derechos y opciones legales que puede ejercer antes de que el Tribunal decida si aprueba el Acuerdo propuesto. En este Aviso se explican la demanda, el Acuerdo y sus derechos legales.

2. ¿Qué es una demanda de acción colectiva?

Una acción colectiva es una demanda en la que uno o más demandantes (en este caso, los Demandantes y Representantes de la Acción Colectiva Robert Fernández, Steven Greek, Jon Boyajian y Jenny Olmstead) interponen demandas en nombre de un grupo de personas con reclamos similares. En conjunto, este grupo se denomina “Acción Colectiva” y lo conforman los “Miembros de la Acción Colectiva”. En una acción colectiva, el tribunal resuelve los asuntos para todos los miembros de la acción colectiva, excepto para quienes se excluyan de la acción colectiva.

LOS RECLAMOS DE LA DEMANDA Y EL ACUERDO

3. ¿De qué trata esta demanda?

Los Demandantes reclaman que los Demandados no implementaron ni mantuvieron medidas de seguridad razonables para proteger adecuadamente la información personal y/o la información médica protegida en su posesión y para evitar que se produjeran los Incidentes de Datos.

Los Demandados niegan ser responsables de los reclamos presentados en la demanda y niegan cualquier alegación de conducta culpable. Puede encontrar más información sobre la queja de la demanda en el sitio web del Acuerdo en 90DBSettlement.com.

4. ¿Por qué existe un Acuerdo?

El Tribunal no ha decidido si deben ganar este caso los Demandantes o los Demandados. En cambio, ambas partes aceptaron este Acuerdo. De esa manera, pueden evitar la incertidumbre, riesgos y los gastos de un

litigio en curso, y los Miembros del Acuerdo serán elegibles para obtener una compensación ahora, en lugar de años más tarde, si es que obtienen alguna. Los Representantes de la Acción Colectiva y los abogados de los Miembros de la Acción Colectiva, denominados “Abogados de la Acción Colectiva”, consideran que el Acuerdo obra en el mejor interés de los Miembros del Acuerdo de Acción Colectiva. El Acuerdo no constituye una admisión de conducta culposa por parte de los Demandados.

¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

5. ¿Cómo sé si formo parte del Acuerdo de Acción Colectiva ?

Usted forma parte del Acuerdo como Miembro del Acuerdo de Acción Colectiva si recibió una carta de notificación de los Demandados en la que se indicaba que su información personal y/o información médica protegida había sido o podría haber sido comprometida en los Incidentes de Datos.

Si aún no está seguro si está incluido en el Acuerdo de Acción Colectiva, puede comunicarse con el Administrador del Acuerdo, llamando al 1-877-203-8169, enviando un correo electrónico a Info@90DBSettlement.com, o visitando el sitio web del Acuerdo en 90DBSettlement.com.

Este Acuerdo de Acción Colectiva no incluye a (1) los jueces que presiden esta Acción y los miembros de sus familias directas; (2) los Demandados, sus subsidiarias, empresas matrices, sucesores, predecesores y cualquier entidad en la que los Demandados o sus padres tengan una participación mayoritaria, y sus funcionarios, directores y empleados actuales o anteriores; y (3) los Miembros del Acuerdo de Acción Colectiva que presenten una Solicitud de Exclusión válida antes de la Fecha Límite de Exclusión.

LOS BENEFICIOS DEL ACUERDO

6. ¿Qué estipula el Acuerdo?

En virtud del Acuerdo propuesto, los Demandados pagarán (o harán que se pague) \$990,000.00 a un Fondo del Acuerdo. El Fondo del Acuerdo, más los intereses acumulados sobre este, pagará los costos de notificación y administración, los honorarios y costos de abogados aprobados por el Tribunal, las adjudicaciones por servicios aprobados por el Tribunal para los Representantes de la Acción Colectiva, y ciertos impuestos y gastos impositivos del Fondo del Acuerdo (el “Fondo Neto del Acuerdo”). El Fondo Neto del Acuerdo se utilizará para proporcionar a los Miembros del Acuerdo de Acción Colectiva elegibles los pagos y beneficios descritos a continuación.¹

¹ Si los beneficios reclamados por todos los Miembros del Acuerdo de Acción Colectiva coinciden con el monto del Fondo Neto del Acuerdo o lo superan, el Administrador del Acuerdo podrá reducir los pagos y/o beneficios de su reclamo en forma prorrateada, de conformidad con los párrafos 67 a 69 del Acuerdo de Acción Colectiva, de modo que el costo total de todos los pagos y beneficios no exceda el monto del Fondo Neto del Acuerdo.

Reembolso de pérdidas relacionadas con Tiempo Perdido y Pérdidas por Gastos en Efectivo: Si pasó tiempo respondiendo a los Incidentes de Datos, puede ser elegible para recibir compensación por Tiempo Perdido. Si ha incurrido en pérdidas financieras que puedan atribuirse a los Incidentes de Datos, puede ser elegible para recibir un reembolso para Pérdidas por Gastos en Efectivo.

- A. Tiempo Perdido:** un reclamo de reembolso también puede incluir un reclamo de hasta tres horas por tiempo dedicado a responder a los Incidentes de Datos. El Tiempo Perdido se compensará a razón de \$25.00 por hora y requiere una breve descripción de la acción tomada en respuesta a los Incidentes de Datos y el tiempo asociado con esas acciones.
- B. Pérdidas por Gastos en Efectivo:** un reclamo de reembolso puede incluir, entre otras cuestiones, lo siguiente, siempre que los gastos se incurrieran principalmente como resultado de los Incidentes de Datos: (1) costos no reembolsados, gastos, pérdidas o cargos incurridos como resultado de robo o fraude de identidad, declaraciones de impuestos falsificadas, u otro posible uso indebido de su información personal; (2) costos incurridos el 28 de enero de 2022 o después asociados con la compra o extensión de servicios adicionales de monitoreo de crédito o protección contra robo de identidad y/o el acceso a de informes de crédito o su congelación/descongelación con cualquier agencia de informes de crédito; y (3) otros gastos varios incurridos en relación con cualquier pérdida por gastos en efectivo, como notario, fax, franqueo, copias, cargos por millaje y cargos por telefonía de larga distancia.

Los reclamos por gastos o pérdidas en efectivo y Tiempo Perdido están sujetos a un límite combinado de \$5,000.00 por persona.

Monitoreo de Crédito: todos los Miembros del Acuerdo de Acción Colectiva son elegibles para recibir un (1) año de protección contra robo de identidad y monitoreo de crédito, que incluye monitoreo de robo de identidad, alertas, monitoreo de crédito por parte de tres agencias, resolución de fraude y cobertura de seguro contra robo de identidad de hasta \$1 millón para determinados costos, restitución de la identidad y transferencias electrónicas de fondos no autorizadas.

Alternativa de Pago en Efectivo: En lugar de presentar un reclamo para el reembolso de Pérdidas en Efectivo, tiempo certificado o por monitoreo de crédito, todos los Miembros del Acuerdo de Acción Colectiva pueden presentar un reclamo por la alternativa de un pago en efectivo de \$50.00. Al presentar un reclamo por la alternativa de un pago en efectivo, los Miembros del Acuerdo de Acción Colectiva renuncian a su derecho de presentar un reclamo por cualquier otro beneficio disponible en virtud de este Acuerdo.

Descubrimiento Confirmatorio: los Demandados también han acordado proporcionar documentos e información al Abogado de la Acción Colectiva que demuestren que los Demandados han tomado medidas de seguridad de datos para remediar los problemas que condujeron a los Incidentes de Datos y han implementado otras prácticas comerciales para ayudar a garantizar la seguridad de la información.

Servicios Residuales de Monitoreo de Crédito: en el caso de que queden fondos en el Fondo del Acuerdo después de los pagos por Tiempo Perdido, Pérdidas por Gastos en Efectivo, monitoreo de crédito y alternativa de pago en efectivo, los fondos se utilizarán para aumentar el número de años de los servicios de monitoreo de crédito prestados a los Miembros del Acuerdo de Acción Colectiva que los reclaman, hasta por un total de cinco (5) años.

Pago Residual en Efectivo: en el caso de que queden fondos en el Fondo del Acuerdo de Acción Colectiva después de los pagos por Tiempo Perdido, Pérdidas por Gastos en Efectivo, monitoreo de crédito, alternativa de pago en efectivo y servicios residuales de monitoreo de crédito, los fondos se utilizarán para realizar un pago en efectivo prorrateado a todos los Miembros del Acuerdo de Acción Colectiva que presenten un Formulario de Reclamo válido, hasta por un total de \$100.00 por reclamante.

Para obtener los detalles y términos completos, consulte el Acuerdo en 90DBSettlement.com.

CÓMO OBTENER BENEFICIOS

7. ¿Cómo presento un reclamo?

Para calificar y recibir beneficios en virtud del Acuerdo, usted debe completar y presentar un Formulario de Reclamo.

Los Miembros del Acuerdo de Acción Colectiva que deseen presentar un reclamo deben completar y presentar un Formulario de Reclamo en línea en el sitio web del Acuerdo de Acción Colectiva, 90DBSettlement.com, o enviarlo por correo al Administrador del Acuerdo de Acción Colectiva a P.O. Box 5075, Portland, OR 97208-5075. Los Formularios de Reclamo están disponibles en el sitio web del Acuerdo o llamando al 1-877-203-8169.

Los Formularios de Reclamo deben enviarse a más tardar el 16 de noviembre de 2023.

8. ¿Cuándo recibiré mi pago?

La audiencia para considerar la equidad del Acuerdo está programada para el **16 de noviembre de 2023**. Si el Tribunal aprueba el Acuerdo, se enviará un cheque a los Miembros del Acuerdo de Acción Colectiva elegibles, cuyos reclamos hayan sido aprobados por el Administrador del Acuerdo después de que hayan finalizado todas las apelaciones y otras revisiones, si las hubiera. Tenga paciencia.

LOS ABOGADOS QUE LO REPRESENTAN

9. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha designado a Mason LLP como “Abogado de la Acción Colectiva” para que lo representen a usted y a todos los Miembros del Acuerdo de Acción Colectiva. A usted no se le cobrarán los servicios de estos abogados. Puede pedirle a su propio abogado que comparezca a nombre suyo ante el Tribunal, por su cuenta y cargo, si desea que alguien que no sea el Abogado de la Acción Colectiva lo represente.

10. ¿Cómo se pagará a los abogados?

Hasta la fecha, los Abogados de la Acción Colectiva no han recibido ningún pago por sus servicios en la representación de este litigio en nombre de la Acción Colectiva y no han sido pagados por sus gastos en efectivo. El Abogado de la Acción Colectiva solicitará al Tribunal el pago de honorarios de abogados y el reembolso de los costos y gastos del litigio incurridos en relación con la Acción, que no excedan el 33 % del Fondo del Acuerdo, o \$330,000.00. Dichas sumas, según las apruebe el Tribunal, se pagarán del Fondo del Acuerdo.

Los Abogados de la Acción Colectiva también solicitarán que se realice un pago por servicios de \$2,500.00 procedente del Fondo del Acuerdo, a cada representante de la Acción Colectiva.

El Tribunal determinará el monto adecuado de los honorarios costos y gastos de abogados, que se otorgarán a los Abogados de la Acción Colectiva, y el monto adecuado de cualquier pago por servicios para los Representantes de la Acción Colectiva.

Los Abogados de la Acción Colectiva presentarán su solicitud de honorarios de abogados, costos y gastos, así como el pago por servicios para los Representantes de la Acción Colectiva ante el Tribunal, la cual también se publicará en el sitio web del Acuerdo, 90DBSettlement.com.

SUS DERECHOS Y OPCIONES

11. ¿A qué reclamos renuncio al participar en este Acuerdo?

Si no se excluye del Acuerdo, no podrá demandar a ninguno de los Demandados por los Incidentes de Datos, y quedará obligado por todas las decisiones tomadas por el Tribunal en este caso, el Acuerdo y su Exención incluida. Esto es así, independientemente de si presenta un Formulario de Reclamo. Usted puede excluirse del Acuerdo (*consulte* la pregunta 14). Si se excluye del Acuerdo, no estará obligado por ninguno de los Reclamos Exentos descritos en el Acuerdo, disponible en el sitio web del Acuerdo en 90DBSettlement.com.

12. ¿Qué sucede si no hago nada?

Si no hace nada, no recibirá ningún beneficio monetario bajo este Acuerdo. Usted formará parte del Acuerdo de Acción Colectiva y, si el Tribunal aprueba el Acuerdo, también quedará obligado por todas las órdenes y sentencias del Tribunal, del Acuerdo y su Exención incluida. Se considerará que ha participado en el Acuerdo y estará sujeto a las disposiciones de la pregunta 11 arriba. A menos que se excluya, no podrá presentar una demanda ni ser parte de ninguna otra demanda contra los Demandados por los reclamos o asuntos legales que estén exentos bajo este Acuerdo.

13. ¿Qué sucede si pido ser excluido?

Si se excluye del Acuerdo, no recibirá ningún beneficio ni pago bajo el Acuerdo. Sin embargo, usted no formará parte del Acuerdo de Acción Colectiva y no quedará legalmente obligado por las sentencias del Tribunal relacionadas con el Acuerdo de Acción Colectiva y los Demandados en esta acción colectiva.

14. ¿Cómo pido ser excluido?

Puede pedir que se lo excluya del Acuerdo. Para hacerlo, debe enviar una notificación por escrito al Administrador del Acuerdo que indique que desea ser excluido del Acuerdo en *Fernández et al. v. 90 Degree Benefits, LLC et al.*, Caso n.º 2:22-cv-00799-SCD. Su notificación por escrito debe incluir: (1) el nombre del proceso; (2) su nombre completo y dirección actual; (3) su firma; y (4) las palabras “Solicitud de Exclusión” o una declaración comparable de que usted no desea participar en el Acuerdo, en la parte superior del comunicado. Debe enviar su solicitud de exclusión con matasellos a más tardar el **17 de octubre de 2023**, a la siguiente dirección:

Fernández et al. v. 90 Degree Benefits, LLC et al.
Settlement Administrator
P.O. Box 5075
Portland, OR 97208-5075

No puede excluirse por teléfono ni por correo electrónico. Toda persona que desee ser excluida del Acuerdo

debe presentar su propia solicitud de exclusión. No se permitirá la exclusión de grupos.

15. Si no me excluyo, ¿puedo demandar a los Demandados por los mismos motivos en el futuro?

No. A menos que se excluya, renuncia a todo derecho de presentar una demanda contra los Demandados por los reclamos o asuntos legales exentos bajo este Acuerdo, aunque no haga nada.

16. Si me excluyo, ¿puedo obtener algo de este Acuerdo?

No. Si se excluye, no presente el Formulario de Reclamo para solicitar beneficios.

17. ¿Cómo presento una objeción al Acuerdo?

Si no se excluye del Acuerdo de Acción Colectiva, puede objetar al Acuerdo si no le gusta alguna de sus partes. Puede dar los motivos por los que cree que el Tribunal debería rechazar la aprobación mediante la presentación de una objeción. Para objetar, debe enviar por correo una objeción por escrito al Administrador del Acuerdo en la que indique que usted se opone al Acuerdo en *Fernández et al. v. 90 Degree Benefits, LLC et al.*, Caso n.º 2:22-cv-00799-SCD. Su objeción debe presentarse a más tardar el **17 de octubre de 2023**.

La objeción debe ser por escrito y estar firmada por usted. La objeción debe incluir: (1) el nombre del proceso; (2) su nombre completo, dirección postal actual, y número de teléfono; (3) una declaración que establezca con especificidad los motivos de la objeción, así como cualquier documento que respalde la objeción; (4) una declaración sobre si la objeción se aplica solo al objetante, a un subconjunto específico de la acción colectiva, o a toda la acción colectiva; (5) la identidad de cualquier abogado que represente al objetante; (6) una declaración con respecto a si el Miembro del Acuerdo de Acción Colectiva (o su abogado) pretende comparecer y/o desea ser escuchado en la Audiencia de Aprobación Definitiva; (7) una lista de todos los demás asuntos en los que el Miembro del Acuerdo de Acción Colectiva que se opone y/o su abogado hayan presentado una objeción a un acuerdo de acción colectiva; y (8) la firma del Miembro del Acuerdo de Acción Colectiva o del abogado del Miembro del Acuerdo de Acción Colectiva.

Debe enviar la objeción por correo al Administrador del Acuerdo a la dirección que se indica a continuación, con matasellos a más tardar el **17 de octubre de 2023**:

Fernández et al. v. 90 Degree Benefits, LLC et al.
Settlement Administrator
P.O. Box 5075
Portland, OR 97208-5075

18. ¿Cuál es la diferencia entre objetar y excluirme del Acuerdo?

Objetar es sencillamente decirle al Tribunal que a usted no le gusta algo del Acuerdo. Puede presentar una objeción solo si es parte del Acuerdo de Acción Colectiva. Excluirse del Acuerdo de Acción Colectiva es indicarle al Tribunal que no quiere formar parte de este. Si se excluye, no tiene ningún fundamento para presentar una objeción, puesto que el caso ya no le afecta.

AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

19. ¿Cuándo y dónde celebrará el Tribunal una audiencia sobre la equidad del Acuerdo?

El Tribunal llevará a cabo una Audiencia de Aprobación Definitiva el **16 de noviembre de 2023**. El propósito de la audiencia es que el Tribunal determine si el Acuerdo es justo, razonable, adecuado y en beneficio de los intereses del Acuerdo de Acción Colectiva. En la audiencia, el Tribunal escuchará las objeciones y los argumentos con respecto a la equidad del Acuerdo propuesto, incluidos aquellos relacionados con el monto solicitado por los Abogados del Acuerdo de Acción Colectiva, en concepto de honorarios costos y gastos de abogados, y pago por servicios a los Representantes de la Acción Colectiva.

El lugar, la fecha y hora de la Audiencia de Aprobación Definitiva están sujetos a cambios por orden del Tribunal. Cualquier cambio se publicará en el sitio web del Acuerdo, 90DBSettlement.com, o mediante el orden del día del Tribunal disponible al público. Debe consultar el sitio web de la Conciliación para confirmar la fecha y la hora.

20. ¿Debo asistir a la audiencia?

No. Los Abogados de la Acción Colectiva responderán todas las preguntas que el Tribunal pueda tener. Pero si lo desea puede asistir por cuenta propia. Si envía una objeción, no tiene que presentarse ante el Tribunal para hablar sobre esta. Siempre que su objeción por escrito se haya presentado o enviado por correo a tiempo y cumpla los otros criterios descritos en el Acuerdo, el Tribunal la considerará. Sin embargo, puede comparecer por cuenta propia o pagar a un abogado para que asista en su nombre, a fin de validar su objeción si lo desea.

21. ¿Puedo hablar en la audiencia?

Sí. Si no se excluye del Acuerdo de Acción Colectiva, usted (su abogado) puede comparecer y hablar en la Audiencia de Aprobación Definitiva con respecto a cualquier parte del Acuerdo propuesto.

CÓMO OBTENER MÁS INFORMACIÓN

22. ¿Dónde puedo encontrar información adicional?

Este Aviso resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de Acción Colectiva, disponible en 90DBSettlement.com, o escribiendo a *Fernández et al. v. 90 Degree Benefits, LLC et al.*, Settlement Administrator, P.O. Box 5075, Portland, OR 97208-5075.

No se comunique con el Tribunal, el secretario del Tribunal, el juez ni con los Demandados para hacer preguntas sobre el Acuerdo o los reclamos en curso.