

— EXHIBIT 1 —

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ALEXIS WEBB and MARSCLETTE
CHARLEY, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

INJURED WORKERS PHARMACY, LLC,

Defendant.

Case No. 1:22-cv-10797-RGS

Judge Richard G. Stearns

DECLARATION OF RYAN ALDRIDGE IN SUPPORT OF FINAL APPROVAL

I, Ryan Aldridge, hereby declare and verify as follows:

I. INTRODUCTION

1. **Personal Information.** I am a Partner at EisnerAmper¹. EisnerAmper was retained as the Settlement Administrator in this case, and, as the project manager over this Settlement, I am personally familiar with the facts set forth in this declaration.
2. **The Capacity and Basis of this Declaration and Verification.** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration and Verification are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our Partners.
3. As the duly appointed Settlement Administrator, I verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

II. BACKGROUND

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4. **Preliminary Approval.** On August 9, 2024, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program.
5. **The Purpose of this Declaration and Verification.** I submit this Declaration to evidence EisnerAmper's compliance with the terms of the Preliminary Approval Order, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. CLASS ACTION FAIRNESS ACT NOTICE ("CAFA")

6. **CAFA Notice.** On August 16, 2024, pursuant to 28 U.S.C. §1715(b), EisnerAmper, on behalf of the Defendant, caused notice of this Settlement and related materials to be sent to the Attorneys General of all U.S. states, District of Columbia, Puerto Rico, as well as the Attorney General of the United States. As of December 27, 2024, EisnerAmper has not received any objection from any Attorney General. A copy of the CAFA Notice and service list are attached as **Exhibit A**.

IV. CLASS NOTICE PROGRAM EXECUTION

7. **Notice Database.** EisnerAmper maintains a database of 132,491 Settlement Class Members which was used to effectuate the Notice Program as outlined within the Settlement Agreement. EisnerAmper received the class data on August 13, 2024, in one Excel file with a total of 134,361 records. After deduplicating the data, EisnerAmper determined that the Settlement Class Member population consists of 132,491 unique records. Of the 132,491 Settlement Class Members, 125,849 had complete address information to attempt mailing. EisnerAmper completed skip trace searches using two third-party vendor databases for the 6,642 records without a complete address in order to obtain an address sufficient to attempt mailing. Upon completing skip trace searches, EisnerAmper

was able to identify 4,751 additional addresses resulting in a total of 130,600 records sufficient to attempt mailing notice.

8. **Mail Notice.** EisnerAmper coordinated and caused the Short Form Notice in the form of a postcard to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Short Form Notice included (a) a “tear-off” Claim Form with prepaid return postage, (b) the web address to the case website for access to additional information, (c) rights and options as a Settlement Class Member and the dates by which to act on those options, and (d) the date of the Final Approval Hearing. The Notice mailing commenced on or before September 9, 2024, in accordance with the Preliminary Approval Order. A true and correct copy of the Short Form Notice is attached hereto as **Exhibit B**, with a copy of the Long Form Notice, Spanish Long Form Notice, and the Claim Form.
9. **Mailing Address Validation.** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 130,600 Settlement Class Members with complete address information, 665 records did not successfully pass the address validation procedures noted above. EisnerAmper executed skip tracing on the 665 records that did not pass address validation and was able to obtain a new address for 385 Settlement Class Members.
10. **Mail Notice Delivery.** In the initial mailing campaign, EisnerAmper executed mailings to 130,320 Settlement Class Members. EisnerAmper also executed supplemental mailings for 12,923 Settlement Class Members for which the initial Short Form Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests

received directly from Settlement Class Members. Mail notice delivery statistics are detailed in Section 16 below.

11. **Reminder Notice.** On November 8, 2024, after consultation with Counsel, EisnerAmper caused a reminder Postcard Notice to be mailed to 119,337 Settlement Class Members who had not submitted a claim and who had a deliverable mailing address as of the date of the reminder Postcard Notice mailing. Of the 119,337 records that were mailed a Reminder Notice, 113,058 Settlement Class Members received the Reminder Notice and 6,279 were returned as undeliverable.
12. **Settlement Post Office Box.** EisnerAmper maintains the following Post Office Box for the Notice Program:

IWP Data Settlement Administrator
PO Box 1031
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit exclusion requests, Claim Forms, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices, the Claim Form, and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

13. **Settlement Website.** On September 9, 2024, EisnerAmper published the Settlement Website, www.IWPDataSettlement.com. Visitors to the Settlement Website can download the Long Form Notice (English & Spanish), the Claim Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, the Unopposed Motion for Preliminary Approval, Orders of the Court, and other relevant documents. Visitors were also able to submit claims electronically, find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of December 27, 2024, the Settlement Website received 17,163 unique visits.

14. **Toll-Free Number.** On September 9, 2024, EisnerAmper established a dedicated toll-free telephone number, 1-844-927-1257, which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long Form Notice, paper Claim Form, as well as the Settlement Agreement, upon request to Settlement Class Members, through the toll-free number. The toll-free number appeared in all Notices, as well as in multiple locations on the Settlement Website. The toll-free number will remain active through the close of this Notice Program.
15. **Email Support.** EisnerAmper established an Email address, info@IWPDDataSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

V. **NOTICE PROGRAM REACH**

16. **Notice Reach Results.** Through the Notice procedures outlined above, EisnerAmper attempted to send direct notice to 130,320 (98.36%) Settlement Class Members. As of December 27, 2024, the Notice Program reached a total of 122,521 (92.47%) Settlement Class Members.² Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

² A Settlement Class Member is considered “reached” by direct Notice if a Short Form mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Known Class Members	132,491	100.00%
Initial Notice Mailing		
(+) Total Notices Mailed	130,320	98.36%
(-) Total Notices Returned as Undeliverable	18,673	14.09%
Supplemental Notice Mailing		
(+) Total Unique Notices Re-Mailed	12,923	9.75%
(-) Total Undeliverable (Re-Mailed) Notices	2,391	1.80%
Direct Notice Program Reach		
(=) Received Direct Notice	122,179	92.21%

VI. CLAIM ACTIVITY

17. ***Claim Intake and Processing.*** The online claim submission feature was available beginning September 9, 2024. As of December 27, 2024, EisnerAmper has received a total of 9,124 claims submissions, of which 8,320 claims have been determined to be non-duplicative and from Settlement Class Members. Table 2 below provides summary statistics of claim submissions received and the Pro Rata Cash Payment of \$55.65 as of December 27, 2024. EisnerAmper will continue to intake and analyze claims postmarked by the claims filing deadline of December 9, 2024.

Table 2: Claim Statistics	
Description	Volume (#)
Total Claims Received	9,124
(-) Duplicate Claims Identified	703
(-) Invalid Claims - Not a Class Member	101
(-) Invalid Claims - Late	0
(=) Net Claims Received	8,320
Estimated Pro Rata Cash Payment (as of December 27, 2024)	\$55.65

VII. EXCLUSIONS AND OBJECTIONS

18. ***Exclusions (Opt-Outs) Received.*** EisnerAmper has received two (2) exclusion requests from Settlement Class Members as of December 27, 2024. The deadline to submit a request for exclusion

was November 8, 2024. A list of individuals who have timely requested exclusion from the Settlement is attached hereto as **Exhibit C**.

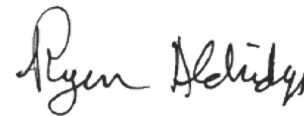
19. **Settlement Objections.** EisnerAmper has not received any objections from Settlement Class Members. The deadline to object to the Settlement was November 8, 2024.

VIII. COSTS OF NOTICE PROGRAM

20. **Costs of Notice Program.** Eisner Amper has incurred \$204,513 in Notice and Administrative Expenses to date. Eisner Amper estimates to incur an additional \$25,490 through completion of the case, for a total of \$230,003 in Notice and Administration Expenses.

IX. CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury under the laws of the State of Massachusetts that the foregoing is true and correct. Executed on this 2nd day of January, 2025 at Baton Rouge, Louisiana.



Ryan Aldridge

EXHIBIT A



August 19, 2024

By Certified Mail

Federal and State Officials
as listed in Attachment 1

**Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),
*Webb v. Injured Workers Pharmacy, LLC, Case No. 1:22-cv-10797-RGS***

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the Parties to the action referenced above (the “Parties”) regarding the Motion for Preliminary Approval of a Proposed Settlement filed on August 9, 2024. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).

The proposed settlement resolves the class action lawsuit brought by Alexis Webb and Marsclette Charley (“Plaintiffs”) against Injured Workers Pharmacy, LLC (“Defendant” or “IWP”) related to the unauthorized access to certain email accounts on IWP’s computer systems that began in January 2021 and was discovered in May 2021, about which Defendant notified potentially impacted individuals in February 2022 (the “Data Incident”). Plaintiffs alleged that the Data Incident resulted in the potential exposure of certain personally identifiable information (“PII”) and personal health information (“PHI”) of IWP’s current and former customers. On May 24, 2022, Plaintiffs filed the Complaint against IWP for claims arising from the Data Incident.

The Complaint asserts the following claims against IWP: negligence¹ and breach of fiduciary duty. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

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

- a. Exhibit 1: A copy of the Class Action Complaint filed on May 24, 2022;
- b. Exhibit 2: A copy of the Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on August 2, 2024;
- c. Exhibit 3: Settlement Agreement filed on August 2, 2024 including the Class Notice Documents as Exhibits A-C;
- d. Exhibit 4: Order Granting Preliminary Approval of Class Action Settlement entered August 8, 2024;
- e. Exhibit 5: Per 28 U.S.C. §§ 1715(b)(7)(A)-(B), a list of States with the estimated number of class members residing in each State.

The Settlement makes available a \$1,075,000.00 non-reversionary Settlement fund for which Settlement Class Members may submit a claim for up to two (2) years of Credit Monitoring Services, up to \$5,000 for Compensation for Unreimbursed Economic Losses, and a Pro Rata Cash Payment of the Net Settlement Fund, less credit monitors expenses and all Unreimbursed Economic Losses. Settlement Class Members may apply to receive

¹ Claims for negligence *per se*, breach of implied contract, unjust enrichment, and invasion of privacy were pled in the Complaint but dismissed by the Court.



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

compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

The Final Approval Hearing is scheduled for January 16, 2025, at 2:00 PM ET in Courtroom 21 of the United States District Court for the District of Massachusetts, Eastern Division before Judge Richard G. Stearns. No other hearings have yet been scheduled. There are no other agreements between Class Counsel and counsel for Defendant, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. Please contact us if you have any questions about this notice or the enclosed materials.

Sincerely,

Ryan Aldridge
Postlethwaite & Netterville² as *Claims Administrator*
Webb v. Injured Workers Pharmacy, LLC

cc by email:

Jordan S. O'Donnell
jsodonnell@mullen.law
Claudia D. McCarron
cmccarron@mullen.law
MULLEN COUGHLIN LLC
426 W. Lancaster Ave., Suite 200
Devon, PA 19333
Telephone: (267) 930-4787

*Counsel for Defendant Injured Workers
Pharmacy LLC*

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MILBERG COLEMAN BRYSON
PHILLIPS CROSSMAN, PLLC
5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015
Telephone: (866) 252-0878

Counsel for Plaintiffs and Settlement Class Counsel

² As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

CAFA Notice Service List

Webb v. Injured Workers Pharmacy, LLC, No. 1:22-cv-10797-RGS

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

EXHIBIT B

POSTCARD CLAIM FORM – MEMBER ID: [claim Id]

To submit a claim for Credit Monitoring and/or a Pro Rata Cash Payment, please complete the **below form**, sign, and mail this portion of the postcard to the Settlement Administrator by **no later than December 9, 2024**. Please complete the claim form for each category of benefits that you would like to claim. **You may claim one or both options.**

Note: Claims for Unreimbursed Economic Losses require supporting documentation and therefore must be submitted online at www.IWPDataSettlement.com or mailed to the Settlement Administrator with a separate Claim Form.

Contact Information (Please fill in completely.)

Name: _____ Telephone Number: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Credit Monitoring

To receive the credit monitoring and identity theft protection plan offered as part of the settlement, please check the box below:

I would like to claim two (2) years of credit monitoring and identity theft protection provided by (Provider) at no cost to me.

Pro Rata Cash Payment

Would you like to receive an additional pro rata cash payment (estimated to be at least \$50)? Yes No

SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

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

The deadline to submit this form is **December 9, 2024**.

Questions? Visit www.IWPDataSettlement.com or call 1-844-927-1257



0Y31

Postal Service: Do Not Mark or Cover Barcode



SETTLEMENT CLAIM ID: [claim Id]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]

ELECTRONIC SERVICE REQUESTED

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

Baton Rouge, LA 70821

IWP Data Settlement Administrator
P.O. Box 1031

For more information on the proposed settlement, including how to submit a claim, exclude yourself, or submit an objection, please visit www.IWPDataSettlement.com or call 1-844-927-1257.
A settlement has been reached in a class action lawsuit concerning a Data Incident at Injured Workers Pharmacy, LLC ("Defendant" or "IWP") that began in January 2021 (the "Data Incident"). The Settlement would resolve a lawsuit in which Plaintiffs allege that the Data Incident potentially exposed individuals' personal identifying information ("PII") and personal health information ("PHI"), including names, addresses, dates of birth, email addresses, Social Security number, driver's license, payment card information, financial account information, patient identification number, medical record number, treating or referring physicians, treatment information, prescription information, health insurance information, and Medicare or Medicaid numbers. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this litigation or may assert in the future based on the conduct alleged in the complaint.

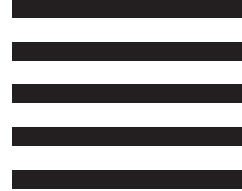
A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.

If your data was potentially compromised in the February 2022 Data Incident involving Injured Workers Pharmacy, LLC, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

Legal Notice
Webb et al. v. Injured Workers Pharmacy, LLC, Case No. 1:22-cv-10797-RGS



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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

POSTAGE WILL BE PAID BY ADDRESSEE

IWP Data Settlement Administrator
P.O. BOX 1031
BATON ROUGE, LA 70821-9980



1-844-927-1257 **www.IWPDataSettlement.com**

For more information, call toll-free 1-844-927-1257 or visit www.IWPDataSettlement.com and read the detailed Notice.

Who is included in the Settlement? The Settlement Class is defined by the Court as "All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022."
What are the settlement benefits? Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the \$1,075,000 Settlement Fund: (i) Credit Monitoring; two (2) years of Credit Monitoring Services; (ii) Compensation for Unreimbursed Economic Losses; reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment; a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring, estimated at \$50. Visit the settlement website or call the toll-free number below for complete benefit details.
How do I receive a payment or other benefit? To receive any payments or benefits under the Settlement, you MUST submit a claim. To submit a claim, you may either: (i) fill out, detach, and mail the attached Postcard Claim Form to the Settlement Administrator; or (ii) submit a Claim Form online at www.IWPDataSettlement.com. You may also call 1-844-927-1257 to request that a Claim Form be mailed to you. Claims must be submitted online or postmarked by December 9, 2024.
What are my other options? If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against IWP and other Released Parties as defined in the Settlement Agreement. If you do not want to be legally bound by the Settlement, you must **Exclude Yourself by November 8, 2024**, or you will not be able to sue the Defendant for released claims relating to the Data Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to **Object** to the Settlement, you may file an objection by **November 8, 2024**. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.
Do I have a lawyer in this case? Yes, the Court appointed the law firms of Strass Borrelli PLLC and Millberg Coleman Bryson Phillips Crossman, PLLC to represent members of the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.
When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on January 16, 2025 at 2:00 p.m. E.T. at the United States District Court for the District of Massachusetts, Eastern Division, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210 to consider the Settlement. The Court will also consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund (or \$358,333.33) and reimbursement of litigation expenses of no more than \$25,000 for litigating the case and negotiating the Settlement on behalf of the Class, and service awards of \$5,000 for each of the two Plaintiffs. You may attend the hearing, but you do not have to.

NOTICE OF CLASS ACTION SETTLEMENT

United States District Court for the District of Massachusetts, Eastern Division
Webb et al. v. Injured Workers Pharmacy, LLC
Case No. 1:22-cv-10797-RGS

If Injured Workers Pharmacy, LLC notified you of a Data Incident in or around February 2022, you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

A proposed Settlement has been reached in the class action lawsuit titled, *Webb et al. v. Injured Workers Pharmacy, LLC*, Case No. 1:22-cv-10797-RGS (the “Litigation”). The Litigation asserts claims against Injured Workers Pharmacy, LLC (“Defendant” or “IWP”) related to the unauthorized access to certain email accounts on IWP’s computer systems that began in January 2021 and was discovered in May 2021, about which Defendant notified potentially impacted individuals in February 2022 (the “Data Incident”). Plaintiffs alleged that the Data Incident resulted in the potential exposure of certain personally identifiable information (“PII”) and personal health information (“PHI”) of IWP’s current and former customers. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

The Settlement offers payments and credit monitoring services to members of the Settlement Class. Settlement Class Members can claim the following Settlement Benefits:

- (1) Credit Monitoring: All Participating Settlement Class Members are eligible to enroll in two (2) years of Credit Monitoring Services;
- (2) Compensation for Unreimbursed Economic Losses: The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000.00 per person who is a Participating Settlement Class Member; or
- (3) Pro Rata Cash Payment: Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

If you are a Settlement Class Member, your options are:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: DECEMBER 9, 2024	<p>The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form.</p> <p>You can submit your Claim Form online at www.IWPDataSettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE: NOVEMBER 8, 2024	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no Settlement Benefits. Exclusion instructions are provided in this Notice.
OBJECT DEADLINE: NOVEMBER 8, 2024	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement.
ATTEND A HEARING: JANUARY 16, 2025	Ask to speak in Court about the Settlement. You may ask the Court for permission to speak about your objection at the Final Approval Hearing.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must give final approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this Notice carefully. You can learn more about the Settlement by visiting www.IWPDataSettlement.com or by calling 1-844-927-1257.

Further Information about this Notice and the Litigation

1. Why was this Notice issued?

Settlement Class Members are eligible to receive payment and credit monitoring services from a proposed Settlement in the Litigation. The Court overseeing the Litigation authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Litigation about?

The Litigation is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class includes all individuals within the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.

The Litigation claims Defendant is legally responsible for the Data Incident and asserts various legal claims including negligence and breach of fiduciary duty. IWP denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

3. Why is the Litigation a class action?

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class”, and each individual is a “Settlement Class Member.” There are two Plaintiffs in this case: Alexis Webb and Marsclette Charley. The Class in this case is referred to in this Notice as the “Settlement Class.”

4. Why is there a Settlement?

Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendant’s defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests. The Settlement does not mean that Defendant did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined by the Court as “All individuals residing in the United States for whom Defendant has contact information and/or identifying information, such as date of birth or Social Security number, whose Personal Information was potentially compromised in the Data Incident disclosed by Injured Workers Pharmacy in February 2022.”

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

6. What are the terms of the Settlement?

The proposed Settlement would create a non-reversionary common fund amount of \$1,075,000 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice, (iii) any attorneys’ fees and costs awarded by the Court to Class Counsel (not to exceed one third of the total Settlement Fund, or \$358,333.33 in attorneys’ fees, and litigation expenses up to \$25,000), and (iv) any Service Awards to the Plaintiffs awarded by the Court (not exceed an amount of \$5,000 to each Class Representative). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Data Breach, as detailed in the Class Settlement Agreement and Release.

7. What claims are Settlement Class Members giving up under the Settlement?

Any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The claims that Settlement Class Members are releasing are described in the Class Settlement Agreement and Release.

Settlement Benefits Available to Settlement Class Members

8. What benefits can Settlement Class Members receive?

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following: (i) Credit Monitoring: two (2) years of Credit Monitoring Services, (ii) Compensation for Unreimbursed Economic Losses: reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses.

Depending on how many valid claims are submitted, the amounts of the Pro Rata Cash Payment will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 11.

9. What are Unreimbursed Economic Losses?

The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$5,000 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary economic losses incurred as a result of the Data Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with ordinary and/or extraordinary economic losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

10. What is the Pro Rata Cash Payment?

Every Settlement Class Member is eligible to receive a Pro Rata Cash Payment share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Cash Payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. Class Counsel predicts the value of pro rata payments will exceed \$50 per valid claimant. The Pro Rata Cash Payment is subject to upward or downward adjustment as described below in Question 11.

Eligibility for any award and the validity of your claim, including the Pro Rata Cash Payment, will be determined by the Settlement Administrator as outlined in Question 15.

11. When and how will the amount of Settlement payments be adjusted?

The amounts paid for all Pro Rata Cash Payments will be adjusted upward or downward from the amounts listed in Question 10 depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of those claims, the amounts for Pro Rata Cash Payments will be adjusted upward proportionally among all valid claims for those awards, until the amounts remaining in the Settlement Fund are exhausted (or as nearly as possible).

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of those claims, the amount of the payments for Pro Rata Cash Payments will be adjusted downward proportionally among all Settlement Class Members who submitted valid claims for Pro Rata Cash Payments.

Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

12. What happens after all claims are processed and there are funds remaining?

The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to a charitable organization, which must be jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

Your Options as a Settlement Class Member

13. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 16 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 19 below for instructions on how to submit an objection.

14. What happens if I do nothing?

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes Final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

15. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

16. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must submit a request for exclusion that must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion," a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. You must mail your request to this address:

IWP Data Settlement Administrator
PO Box 1031
Baton Rouge, LA 70821

Your request must be submitted online or postmarked by **November 8, 2024**

17. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Litigation.

18. If I do not exclude myself, can I sue Defendant for the Data Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendant 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 requesting a payment.

19. How do I object to the Settlement?

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be mailed to this address:

Clerk of Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

Your objection must be filed or postmarked no later than the objection deadline, **November 8, 2024**.

To be considered by the Court, your written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any); (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member has submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Court Approval of the Settlement

20. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **January 16, 2024 at 2:00 p.m.** at the United States District Court for the District of Massachusetts, Eastern Division, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees and costs and expenses, and the request for a service award for the Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.IWPDataSettlement.com to confirm the schedule if you wish to attend.

21. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 19. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

22. What happens if the Court approves the settlement?

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Expenses and any Plaintiffs' Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments and Credit Monitoring Services to Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

23. What happens if the Court does not approve the settlement?

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendant

24. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Litigation:

Class Counsel	
Raina C. Borrelli, Esq. STRAUSS BORRELLI, PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	David K, Lietz, Esq. MILBERG COLEMAN BRYSON PHILLIPS CROSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

25. How will the lawyers for the Settlement Class be paid?

Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$358,333.33, and litigation expenses up to \$25,000. Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$5,000 per Plaintiff (\$10,000 total).

26. Who represents Defendant in the Litigation?

Defendant is represented by the following counsel:

Defendant's Counsel

Jordan S. O'Donnell, Esq.
Claudia D. McCarron, Esq.
MULLEN COUGHLIN LLC
426 W. Lancaster Ave., Suite 200
Devon, PA 19333

For Further Information

27. What if I want further information or have questions?

Go to www.IWPDataSettlement.com, call 1-844-927-1257, or write to the IWP Data Settlement Administrator, PO Box 1031, Baton Rouge, LA 70821.

Please do not contact the Court or Defendant's Counsel.

AVISO DE ACUERDO DE DEMANDA COLECTIVA

Tribunal de Distrito de los Estados Unidos para el Distrito de Massachusetts, División Este
Webb et al. v. Injured Workers Pharmacy, LLC
Caso Nro. 1:22-cv-10797-RGS

Si Injured Workers Pharmacy, LLC le notificó un Incidente de Datos en febrero de 2022 o alrededor de esa fecha, usted puede ser elegible para recibir un PAGO EN EFECTIVO u otros beneficios en virtud de un acuerdo de demanda colectiva.

Se ha llegado a una propuesta de Acuerdo en la demanda colectiva titulada *Webb et al. v. Injured Workers Pharmacy, LLC*, Caso Nro. 1:22-cv-10797-RGS (el “Litigio”). En el Litigio se hacen valer reclamos contra Injured Workers Pharmacy, LLC (la “Demandada” o “IWP”) relacionados con el acceso no autorizado a ciertas cuentas de correo electrónico en los sistemas informáticos de IWP que comenzó en enero de 2021 y se descubrió en mayo de 2021, acerca del cual la Demandada notificó a las personas potencialmente afectadas en febrero de 2022 (el “Incidente de Datos”). Los Demandantes alegaron que el Incidente de Datos tuvo como consecuencia la posible exposición de cierta información personal identificable (“PII”, por sus siglas en inglés) e información de salud personal (“PHI”, por sus siglas en inglés) de clientes actuales y pasados de IWP. IWP niega todas las imputaciones de conducta indebida o responsabilidad que los Demandantes, los Miembros del Colectivo del Acuerdo o cualquier otra persona hayan hecho valer en este Litigio o puedan hacer valer en el futuro con fundamento en la conducta alegada en la demanda.

El Acuerdo ofrece pagos y servicios de monitoreo de crédito a los miembros del Colectivo del Acuerdo. Los Miembros del Colectivo del Acuerdo pueden reclamar los siguientes Beneficios del Acuerdo:

- (1) Monitoreo de Crédito: Todos los Miembros Participantes del Colectivo del Acuerdo son elegibles para inscribirse en dos (2) años de Servicios de Monitoreo de Crédito;
- (2) Compensación por Pérdidas Económicas no Reembolsadas: El Administrador del Acuerdo, con cargo al Fondo del Acuerdo, proporcionará una compensación, hasta un total de \$5.000,00 por persona que sea Miembro Participante del Colectivo del Acuerdo; o
- (3) Pago Proporcional en Efectivo: Los Miembros Participantes del Colectivo del Acuerdo pueden optar por presentar un reclamo por una parte proporcional del Fondo Neto del Acuerdo, menos todos los reclamos válidos por Pérdidas No Reembolsadas. Los Abogados del Colectivo prevén que el valor de los pagos proporcionales superará los \$50 por reclamante válido.

Los Miembros del Colectivo pueden recibir compensación tanto por Pérdidas Económicas No Reembolsadas como por Pagos Proporcionales en Efectivo, sujetos a un límite de beneficios monetarios combinados de \$5.000 por Miembro del Colectivo.

Si usted es un Miembro del Colectivo del Acuerdo, sus opciones son las siguientes:

RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO	
PRESENTAR UN FORMULARIO DE RECLAMO FECHA LÍMITE: 9 DE DICIEMBRE DE 2024	La única manera de recibir dinero en efectivo y otros beneficios en virtud de este Acuerdo es presentando un Formulario de Reclamo válido en tiempo y forma. Puede presentar su Formulario de Reclamo en línea en www.IWPDataSettlement.com o descargar el Formulario de Reclamo del Sitio Web del Acuerdo y enviarlo por correo al Administrador del Acuerdo. También puede llamar o enviar un correo electrónico al Administrador del Acuerdo para recibir una copia impresa del Formulario de Reclamo.
NO HACER NADA	No recibirá ningún pago y ya no podrá demandar a la Demandada por los reclamos resueltos en el Acuerdo.
EXCLUIRSE. FECHA LÍMITE: 8 DE NOVIEMBRE DE 2024	Usted puede excluirse de este Acuerdo y conservar su derecho a demandar por separado. Si se excluye, no recibirá ningún Beneficio del Acuerdo. Las instrucciones de exclusión se proporcionan en este Aviso.
PRESENTAR OBJECIONES FECHA LÍMITE: 8 DE NOVIEMBRE DE 2024	Si no se excluye, puede dirigirse por escrito al Tribunal para comentar o detallar por qué no está conforme con el Acuerdo siguiendo las instrucciones de este Aviso. El Tribunal puede rechazar su objeción. Usted debe presentar un reclamo si desea alguna compensación monetaria en virtud del Acuerdo.
ASISTIR A UNA AUDIENCIA: 16 DE ENERO DE 2025	Pedir hablar ante el Tribunal sobre el Acuerdo. Puede solicitar al Tribunal autorización para hablar sobre su oposición en la Audiencia de Aprobación Definitiva.

- Estos derechos y opciones –y las fechas límite para ejercerlos– se explican en este Aviso.
- El Tribunal debe dar su aprobación definitiva al Acuerdo antes de que entre en vigor, pero aún no lo ha hecho. No se efectuará ningún pago hasta que el Tribunal haya dado su aprobación definitiva y se hayan resuelto todas las apelaciones.

Por favor lea este Aviso detenidamente. Para obtener más información sobre el Acuerdo, visite www.IWPDataSettlement.com o llame al 1-844-927-1257.

Más información acerca de este Aviso y el Litigio

1. ¿Por qué se emitió este Aviso?

Los Miembros del Colectivo del Acuerdo son elegibles para recibir pagos y servicios de monitoreo de crédito en virtud de un Acuerdo propuesto en el Litigio. El Tribunal que supervisa el Litigio autorizó este Aviso para informar a los Miembros del Colectivo del Acuerdo acerca de la propuesta de Acuerdo que afectará sus derechos legales. Este Aviso explica ciertos derechos y opciones legales que tienen los Miembros del Colectivo del Acuerdo en relación con el Acuerdo de conciliación.

2. ¿De qué se trata el Litigio?

El Litigio es una propuesta de demanda colectiva presentada en nombre del Colectivo del Acuerdo. El Colectivo del Acuerdo incluye a todas las personas ubicadas dentro de los Estados Unidos de las que la Demandada tiene información de contacto y/o información de identificación, como la fecha de nacimiento o el número del Seguro Social, cuya Información Personal se vio potencialmente comprometida en el Incidente de Datos comunicado por Injured Workers Pharmacy en febrero de 2022.

En el Litigio se alega que la Demandada es legalmente responsable del Incidente de Datos y se hacen valer diversas pretensiones legales, tales como: negligencia e incumplimiento de deber fiduciario. IWP niega todas las imputaciones de conducta indebida o responsabilidad que los Demandantes, los Miembros del Colectivo del Acuerdo o cualquier otra persona hayan hecho valer en este Litigio o puedan hacer valer en el futuro con fundamento en la conducta alegada en la demanda.

3. ¿Por qué ese este Litigio una demanda colectiva?

En una demanda colectiva, uno o más demandantes presentan una demanda en nombre de otras personas que tienen reclamos similares. En conjunto, todas estas personas constituyen el “Colectivo”, y cada una de ellas es un “Miembro del Colectivo del Acuerdo”. Hay dos Demandantes en este caso: Alexis Webb y Marsclette Charley. El Colectivo de este caso se denomina en este Aviso el “Colectivo del Acuerdo”.

4. ¿Por qué hay un Acuerdo de conciliación?

Los Demandantes y los Abogados del Colectivo han llevado a cabo una investigación sobre los hechos y la ley en relación con el Litigio. Los Demandantes y los Abogados del Colectivo consideran que el Acuerdo es justo, razonable y adecuado, y beneficioso y favorable a los intereses de los Demandantes y del Colectivo del Acuerdo. El Tribunal no ha decidido si los reclamos de los Demandantes o las defensas de la Demandada tienen algún fundamento de fondo, y no lo hará si se aprueba el Acuerdo propuesto. Teniendo en cuenta los riesgos e incertidumbres de la continuación del litigio y todos los factores que inciden en el fondo del acuerdo conciliatorio, las Partes están convencidas de que los términos y condiciones de este Acuerdo de Conciliación son justos,

razonables, adecuados y favorables a sus respectivos intereses. El Acuerdo no significa que la Demandada haya cometido irregularidad alguna, o que los Demandantes y el Colectivo del Acuerdo ganarían o no el caso si fuera a juicio.

Condiciones del Acuerdo Propuesto

5. ¿Quiénes están incluidos en el Colectivo del Acuerdo?

El Tribunal define al Colectivo del Acuerdo como “Todas las personas residentes en los Estados Unidos de las que la Demandada tiene información de contacto y/o información de identificación, como la fecha de nacimiento o el número del Seguro Social, cuya Información Personal se vio potencialmente comprometida en el Incidente de Datos comunicado por Injured Workers Pharmacy en febrero de 2022”.

Se encuentran excluidos del Colectivo del Acuerdo: (1) los jueces que presiden esta Acción y sus familiares directos; (2) la Demandada, sus subsidiarias, empresas matrices, sucesores, predecesores y cualquier entidad en la que la Demandada o sus empresas matrices tengan una participación controlante y sus funcionarios y directores actuales o anteriores; y (3) los Miembros del Colectivo del Acuerdo que presenten una Solicitud de Exclusión válida antes de la Fecha Límite para Optar por la Exclusión.

6. ¿Cuáles son las condiciones del Acuerdo?

El Acuerdo propuesto crearía un fondo común no revocable de \$1.075.000 que se destinaría a pagar todos los costos del Acuerdo, entre ellos: (i) pagos a los Miembros del Colectivo del Acuerdo que presenten reclamos válidos, (ii) costos de administración y notificación, (iii) honorarios de abogados y costas fijados por el Tribunal a favor de los Abogados del Colectivo (que no superen un tercio del total del Fondo del Acuerdo, o \$358.333,33 en concepto de honorarios de abogados, y costas judiciales hasta un máximo de \$25.000), y (iv) cualquier Retribución por Servicios a favor de los Demandantes fijada por el Tribunal (que no supere la suma de \$5.000 a cada Representante del Colectivo). El Acuerdo también libera todos los reclamos o potenciales reclamos de los Miembros del Colectivo del Acuerdo contra la Demandada que surjan en virtud o como consecuencia de la Filtración de Datos, tal como se detalla en el Acuerdo de Conciliación de Demanda Colectiva y Liberación de Responsabilidad.

7. ¿A qué reclamos renuncian los Miembros del Colectivo del Acuerdo en virtud del Acuerdo conciliatorio?

Cualquier Miembro del Colectivo del Acuerdo que no presente una solicitud de exclusión oportuna de conformidad con este Párrafo perderá la oportunidad de excluirse del Acuerdo y quedará obligado por el mismo. Los reclamos que los Miembros del Colectivo del Acuerdo están liberando se describen en el Acuerdo de Conciliación de Demanda Colectiva y Liberación de Responsabilidad.

Beneficios del Acuerdo Disponibles para los Miembros del Colectivo del Acuerdo

8. ¿Qué beneficios pueden recibir los Miembros del Colectivo del Acuerdo?

Los Miembros del Colectivo del Acuerdo que presenten reclamos válidos y toda la documentación requerida podrán recibir uno o más de los siguientes beneficios: (i) Monitoreo de Crédito: dos (2) años de Servicios de Monitoreo de Crédito, (ii) Compensación por Pérdidas Económicas No Reembolsadas: reembolso de hasta \$5000, y (iii) un Pago Proporcional en Efectivo: una parte proporcional del Fondo Neto del Acuerdo, menos todos los reclamos válidos por Pérdidas No Reembolsadas.

En función del número de reclamos válidos que se presenten, los montos del Pago Proporcional en Efectivo se ajustarán al alza o a la baja proporcionalmente entre los Miembros del Colectivo del Acuerdo que presenten reclamos válidos por esas indemnizaciones, como se explica más adelante en la Pregunta 11.

9. ¿Qué son las Pérdidas Económicas No Reembolsadas?

El Administrador del Acuerdo, con cargo al Fondo del Acuerdo, proporcionará una compensación, hasta un total de \$5.000 por persona que sea Miembro Participante del Colectivo del Acuerdo, previa presentación de un reclamo y documentación justificativa, por las pérdidas económicas ordinarias y/o extraordinarias no reembolsadas incurridas como consecuencia del Incidente de Datos, lo que incluye, entre otros, pérdidas no reembolsadas relacionadas con fraude o robo de identidad; honorarios profesionales, como honorarios de abogados, contadores y servicios de reparación de crédito; costos asociados con el congelamiento o descongelamiento de crédito con cualquier agencia de información crediticia; costos de monitoreo de crédito incurridos durante o después del Incidente de Datos hasta la fecha de presentación del reclamo; y gastos varios como gastos notariales, de fax, franqueo, copias, kilometraje y llamadas telefónicas de larga distancia.

Los Miembros Participantes del Colectivo del Acuerdo que hayan sufrido pérdidas económicas ordinarias y/o extraordinarias deberán presentar la documentación justificativa de sus reclamos. Esta puede incluir recibos u otra documentación que no sea “de elaboración propia” del reclamante que documente los gastos incurridos. Los documentos “de elaboración propia”, como los recibos escritos a mano, no bastan por sí solos para recibir un reembolso, pero pueden tenerse en cuenta para aportar claridad o respaldar otra documentación presentada.

10. ¿Qué es el Pago Proporcional en Efectivo?

Cada Miembro del Colectivo del Acuerdo es elegible para recibir una parte del Pago Proporcional en Efectivo del Fondo Neto del Acuerdo, menos todos los reclamos válidos por Pérdidas No Reembolsadas y Monitoreo de Crédito. Para recibir este beneficio, los Miembros Participantes del Colectivo del Acuerdo deben presentar un formulario de reclamo válido, pero no se requiere documentación para presentar un reclamo. El importe de los Pagos en Efectivo se incrementará o reducirá *de forma proporcional*, en función del número de reclamos válidos presentados y de la cantidad de fondos disponibles para estos pagos. Los Abogados del Colectivo prevén que el valor de los pagos proporcionales superará los \$50 por reclamante válido. El Pago Proporcional en Efectivo está sujeto a un ajuste al alza o a la baja, tal como se describe a continuación en la Pregunta 11.

El Administrador del Acuerdo determinará el derecho a recibir cualquier indemnización y la validez de su reclamo, incluido el Pago Proporcional en Efectivo, tal como se describe en la Pregunta 15.

11. ¿Cuándo y cómo se ajustará el importe de los pagos del Acuerdo?

Los importes abonados por todos los Pagos Proporcionales en Efectivo se ajustarán al alza o a la baja con respecto a los importes indicados en la Pregunta 10, en función del número de Miembros del Colectivo del Acuerdo que presenten reclamos válidos.

Si el valor total en dólares de todos los reclamos válidos es inferior a la cantidad de dinero disponible en el Fondo del Acuerdo para el pago de esos reclamos, los importes correspondientes a los Pagos Proporcionales en Efectivo se ajustarán proporcionalmente entre todos los reclamos válidos por esas indemnizaciones, hasta que se agoten las cantidades remanentes en el Fondo del Acuerdo (o lo más cerca posible).

Si el valor total en dólares de todos los reclamos válidos es superior a la cantidad de dinero disponible en el Fondo del Acuerdo para el pago de dichos reclamos, el monto de los pagos en concepto de Pagos Proporcionales en Efectivo se ajustará a la baja proporcionalmente entre todos los Miembros del Colectivo del Acuerdo que presentaron reclamos válidos por Pagos Proporcionales en Efectivo.

Los Miembros del Colectivo pueden recibir compensación tanto por Pérdidas Económicas No Reembolsadas como por Pagos Proporcionales en Efectivo, sujetos a un límite de beneficios monetarios combinados de \$5.000 por Miembro del Colectivo.

12. ¿Qué sucede una vez que se han tramitado todos los reclamos y quedan fondos remanentes?

Los fondos que queden en el Fondo del Acuerdo después de finalizar estos desembolsos y una vez que haya vencido el plazo para cobrar y/o depositar los cheques serán Fondos Remanentes. Los Fondos Remanentes se enviarán a una organización benéfica, que deberá ser propuesta conjuntamente por las partes y aprobada por el Tribunal, como distribución “*cy pres*” (adjudicación más aproximada posible)

Sus opciones como Miembro del Colectivo del Acuerdo

13. Si soy un Miembro del Colectivo del Acuerdo, ¿qué opciones tengo?

Si usted es un Miembro del Colectivo del Acuerdo, no tiene que hacer nada para permanecer en el Acuerdo. Para recibir un pago del Acuerdo, debe presentar un Formulario de Reclamo válido.

Si no desea renunciar a su derecho a demandar a la Demandada por el Incidente de Datos o las cuestiones planteadas en este caso, debe excluirse (u “optar por no participar”) del Colectivo del Acuerdo. En la Pregunta 16 a continuación encontrará instrucciones sobre cómo excluirse.

Si desea objetar el Acuerdo, debe seguir siendo Miembro del Colectivo del Acuerdo (*es decir*, tampoco puede excluirse del Colectivo del Acuerdo optando por no participar) y presentar una objeción por escrito. En la Pregunta 19 a continuación encontrará instrucciones sobre cómo presentar una objeción.

14. ¿Qué sucede si no hago nada?

Si no hace nada, no obtendrá ninguna indemnización de este Acuerdo. A menos que usted se excluya, después de que se otorgue la aprobación final al Acuerdo y la sentencia quede Firme, usted estará obligado por la sentencia y nunca podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra la Demandada en relación con los reclamos liberados por el Acuerdo.

15. ¿Quién decide mi reclamo de Acuerdo y cómo lo hacen?

El Administrador del Acuerdo decidirá si un Formulario de Reclamo está completo y es válido e incluye toda la documentación requerida. El Administrador del Acuerdo podrá pedirle a cualquier demandante información adicional. Si no se presenta en tiempo oportuno toda la información requerida, el reclamo quedará invalidado y no se pagará.

16. ¿Cómo puedo excluirme del Acuerdo?

Para optar por no participar en el Acuerdo, debe presentar una solicitud de exclusión que debe incluir el título (o carátula) del proceso, el nombre completo de la persona, la dirección actual, la firma personal y las palabras “Solicitud de Exclusión”, una declaración similar de que la persona no desea participar en el Acuerdo o alguna otra manifestación clara de la intención de no participar en el Acuerdo en la comunicación escrita. Cada solicitud de exclusión debe solicitar la exclusión solo para aquella persona cuya firma personal aparece en la solicitud. Usted debe enviar su solicitud por correo postal a esta dirección:

IWP Data Settlement Administrator
PO Box 1031
Baton Rouge, LA 70821

Su solicitud deberá presentarse en línea o llevar el sello postal fechado a más tardar el **8 de noviembre de 2024**.

17. Si me excluyo, ¿puedo obtener un pago de este Acuerdo?

No. Si se excluye, no tendrá derecho a ninguna indemnización en virtud del Acuerdo. Sin embargo, tampoco estará obligado por ninguna sentencia dictada en este Litigio.

18. Si no me excluyo, ¿puedo demandar a la Demandada por el Incidente de Datos más adelante?

No. A menos que se excluya, renuncia a todo derecho a demandar a la Demandada por los reclamos que resuelve este Acuerdo. Usted deberá excluirse del Colectivo del Acuerdo para poder iniciar su propia demanda o ser parte en otra demanda relacionada con los reclamos de este caso. Si se excluye, no presente un formulario de reclamo para solicitar un pago.

19. ¿Cómo puedo objetar el Acuerdo?

Todos los Miembros del Colectivo del Acuerdo que no opten por excluirse del Colectivo del Acuerdo tienen derecho a objetar el Acuerdo o cualquier parte del mismo. Puede solicitar al Tribunal que deniegue la aprobación presentando una objeción. No puede solicitar al Tribunal que ordene un acuerdo diferente; el Tribunal únicamente puede aprobar o rechazar el Acuerdo. Si el Tribunal deniega la aprobación, no se emitirá ningún Pago en virtud del Acuerdo y el Litigio continuará. Si eso es lo que quiere que ocurra, deberá oponerse.

Toda objeción a la propuesta de Acuerdo debe formularse por escrito y enviarse, junto con los documentos justificativos, a la siguiente dirección:

**Clerk of the Court
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210**

Su objeción debe presentarse o llevar el sello postal fechado a más tardar en la fecha límite para la presentación de objeciones, **8 de noviembre de 2024**.

Para que el Tribunal considere su objeción por escrito, esta debe incluir: (i) el nombre (carátula) del proceso; (ii) el nombre completo, la dirección postal actual y el número de teléfono del Miembro del Colectivo del Acuerdo; (iii) una exposición de los fundamentos específicos de la objeción, así como cualquier documento que respalde la objeción y una descripción acerca de si la objeción se aplica únicamente al Miembro del Colectivo del Acuerdo, a un subconjunto del Colectivo del Acuerdo o a todo el Colectivo del Acuerdo; (iv) la identidad de los abogados que representan al objetante (si los hubiere); (v) una declaración acerca de si el Miembro del Colectivo del Acuerdo (o su abogado) tiene intención de comparecer en la Audiencia de Aprobación Definitiva; (vi) una descripción y/o copias de las pruebas que puedan presentarse en la audiencia de equidad; (vii) una lista de los procesos en los que el Miembro del Colectivo del Acuerdo haya presentado una objeción durante los últimos cinco años; y (viii) la firma del Miembro del Colectivo del Acuerdo o del abogado del Miembro del Colectivo del Acuerdo.

Si presenta una objeción por escrito en tiempo oportuno, puede comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través de su propio abogado, aunque no está obligado a hacerlo. Si comparece a través su propio abogado, usted es responsable de contratar y pagar a ese abogado.

Aprobación del Acuerdo por parte del Tribunal

20. ¿Cómo, cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo. Esa audiencia está programada para el **16 de enero de 2024 a las 2:00 p. m.** en el Tribunal de Distrito de los Estados Unidos para el Distrito de Massachusetts, División Este, 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210. En la Audiencia de Aprobación Definitiva, el Tribunal considerará si el Acuerdo de Conciliación es justo, razonable y adecuado, si se celebró de buena fe y sin mediar colusión, y aprobará y ordenará la celebración de este Acuerdo de Conciliación. Si se han opuesto objeciones en forma oportuna, el Tribunal las considerará y oír a las personas que hayan solicitado debidamente hablar en la audiencia. El Tribunal también puede considerar la solicitud de honorarios de abogados y costas y gastos presentada por los Abogados del Colectivo, así como la solicitud de una retribución por servicios prestados a favor de los Demandantes. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo o no.

Es posible que el Tribunal cambie la fecha u hora de la audiencia sin previo aviso, por lo que es conveniente que antes de la audiencia consulte www.IWPDataSettlement.com para confirmar el horario si desea asistir.

21. ¿Tengo que concurrir a la audiencia?

No. No es necesario que asista a la audiencia a menos que se oponga al acuerdo y desee comparecer en persona. No es necesario comparecer personalmente para formular una objeción; el Tribunal examinará las objeciones por escrito que se presenten en debida forma de acuerdo con las instrucciones de la Pregunta 19. Usted o su propio abogado pueden asistir a la audiencia a su costo, pero no están obligados a hacerlo.

22. ¿Qué sucede si el Tribunal aprueba el acuerdo?

Si el Tribunal aprueba el Acuerdo y no se presenta ninguna apelación, el Fondo del Acuerdo será financiado en su totalidad. El Administrador del Acuerdo pagará cualquier Adjudicación de Honorarios y Gastos y cualquier Retribución por Servicios a favor de los Demandantes con cargo al Fondo del Acuerdo. Luego, el Administrador del Acuerdo enviará los Pagos del Acuerdo y los Servicios de Monitoreo de Crédito a los Miembros del Colectivo del Acuerdo que presentaron Formularios de Reclamo oportunos y válidos.

Si se presenta alguna apelación, es posible que el acuerdo sea rechazado en la apelación.

23. ¿Qué sucede si el Tribunal no aprueba el acuerdo?

Si el Tribunal no aprueba el Acuerdo, no habrá Pagos en virtud del Acuerdo a los Miembros del Colectivo del Acuerdo, a los Abogados del Colectivo o a los Demandantes, y el proceso continuará como si no se hubiera intentado ningún Acuerdo.

Abogados del Colectivo del Acuerdo y de la Demandada

24. ¿Quién representa al Colectivo del Acuerdo?

El Tribunal ha designado a los siguientes Abogados del Colectivo para que representen al Colectivo del Acuerdo en este Litigio:

Abogados del Colectivo	
Abg. Raina C. Borrelli STRAUSS BORRELLI, PLLC One Magnificent Mile 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611	Abg. David K, Lietz MILBERG COLEMAN BRYSON PHILLIPS CROSSMAN, PLLC 5335 Wisconsin Avenue NW, Suite 440 Washington, DC 20015

No se cobrará a los Miembros del Colectivo del Acuerdo por los servicios de los Abogados del Colectivo. Se pagará a los Abogados del Colectivo con cargo al Fondo del Acuerdo, sujeto a la aprobación del Tribunal. Sin embargo, puede contratar a su propio abogado a su costo para que lo asesore en este asunto o lo represente para presentar una objeción o comparecer en la Audiencia de Aprobación Definitiva.

25. ¿Cómo se les pagará a los abogados del Colectivo del Acuerdo?

Los Abogados del Colectivo presentarán una Solicitud de Honorarios y Gastos para que se adjudiquen honorarios de abogados con cargo al Fondo del Acuerdo por un importe que no supere un tercio (1/3) del valor del Acuerdo, o \$358.333,33, y costas procesales por un máximo de \$25.000. Los Abogados del Colectivo presentarán una Solicitud de Honorarios que incluirá una solicitud de pagos en concepto de Retribución por Servicios a favor de los Representantes del Colectivo del Acuerdo en reconocimiento por sus contribuciones a esta Acción por un importe que no supere \$5.000 por Demandante (\$10.000 en total).

26. ¿Quién representa a la Demandada en el Litigio?

La Demandada está representada por los siguientes abogados:

Abogados de la Demandada
<p>Abg. Jordan S. O'Donnell Abg. Claudia D. McCarron MULLEN COUGHLIN LLC 426 W. Washington Street, Suite 200 Devon, PA 19333</p>

Para más información

27. ¿Y si quiero más información o tengo preguntas?

Visite www.IWPDataSettlement.com, llame al 1-844-927-1257 o escriba a IWP Data Settlement Administrator, PO Box 1031, Baton Rouge, LA 70821.

Por favor, no se ponga en contacto con el Tribunal ni con el Abogado de la Demandada.

IWP Data Settlement Administrator
P.O. Box 1031, Baton Rouge LA 70821 and
www.IWPDataSettlement.com

**Your Claim Form Must Be Submitted
Electronically or Postmarked by
December 9, 2024**

Webb et al. v. Injured Workers Pharmacy, LLC

Case No. 1:22-cv-10797-RGS , United States District Court for the District of Massachusetts,
Eastern Division

CLAIM FORM

**IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE RECEIVED ONLINE AT
WWW.IWPDATASETTLEMENT.COM OR POSTMARKED NO LATER THAN DECEMBER 9,
2024.**

ATTENTION: This Claim Form is to be used to apply for relief related to the Data Incident that was discovered in May 2021, and potentially impacted individuals. All Settlement Class Members are eligible to receive: (i) Credit Monitoring: two (2) years of Credit Monitoring Services, (ii) Compensation for Unreimbursed Economic Losses: reimbursement of up to \$5000, and (iii) a Pro Rata Cash Payment: a pro rata share of the Net Settlement Fund, less all valid claims for Unreimbursed Losses and Credit Monitoring, estimated at \$50. You may apply to receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

To submit a Claim, you must have been affected by the Data Incident beginning in January 2021 as a potential Settlement Class Member from Defendant's records and received Notice of this Settlement with a **unique Claim Number**.

PLEASE BE ADVISED that any documentation you provide in support of your Unreimbursed Economic Losses claim must be submitted **WITH** this Claim Form. No documentation is required for claiming Pro Rata Cash Payment or the Credit Monitoring Services.

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

ASSISTANCE: If you have questions about this Claim Form, please visit the Settlement website at www.IWPDataSettlement.com for additional information or call 1-844-927-1257.

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

Failure to submit required documentation, or to complete all parts of the Claim Form, may result

You do NOT need to submit valid claims for Unreimbursed Economic Losses and/or Pro Rata Cash Payment to submit a claim for credit monitoring.

Section C. Part 1 - Compensation for Unreimbursed Economic Losses

If you suffered costs or expenditures in response to the Data Incident, you may be eligible to receive a payment to compensate you for losses.

If it is verified that you meet all the criteria described in the Settlement Agreement and you submit the dollar amount of those losses, you will be eligible to receive a payment compensating you for your losses of up to five thousand dollars (**\$5,000**).

Examples of what can be used to prove your losses include: receipts, account statements, etc. You may also prove losses by submitting information on the claim form that describes the expenses and how they were incurred.

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

Did you suffer any financial expenses or other financial losses that you believe was as a result of the Data? For example, did you sign up and pay for a credit monitoring service, hire and pay for a professional service to remedy identity theft, etc. as a direct result of or attributed to the Data Incident?

Yes No

If yes, you may be eligible to fill out the rest of this form and provide corroborating documentation.

For each loss that you believe can be traced to the Data Incident, please provide a description of the loss, the date of the loss, the dollar amount of the loss, and the type of documentation you will be submitting to support the loss. **You must provide this information for this claim to be processed.** Supporting documentation must be submitted alongside this Claim Form. **If you fail to provide sufficient supporting documents, the Settlement Administrator will deny your claim.** Please provide only copies of your supporting documents and keep all originals for your personal files. The Settlement Administrator will have no obligation to return any supporting documentation to you. A copy of the Settlement Administrator's privacy policy is available at www.IWPDataSettlement.com. Please do not directly communicate with Defendant regarding this matter. All inquiries are to be sent to the Settlement Administrator.

Examples of Unreimbursed Economic Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim

submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Examples of documentation include receipts for identity theft protection services, etc.

Description of the Loss	Date of Loss	Amount	Type of Supporting Documentation
Example: Unauthorized credit card charge	07 - 17 - 20 MM DD YY	\$50.00	Letter from Bank
Example: Fees paid to a professional to remedy a falsified tax return	02 - 30 - 21 MM DD YY	\$25.00	Copy of the professional services bill
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	
	MM - DD - YY	\$.	

By checking the below box, I hereby declare under penalty of perjury that the information provided in this Claim Form to support relief for Unreimbursed Economic Losses is true and correct.

Yes, I understand that I am submitting this Claim Form and the affirmations it makes as to my seeking relief for Unreimbursed Economic Losses under penalty of perjury. I further understand that my failure to check this box may render my claim for Unreimbursed Economic Losses null and void.

Section C. Part 2 – Pro Rata Cash Payment

Cash Payment: Would you like to receive a cash payment under the Settlement?

Yes No

** The payments under this option are predicted to be \$50, however, the value of cash payment under this option will be increased or decreased pro rata based on the balance of the Settlement Fund after the payment of other benefits, attorneys' and Settlement Administrator fees and expenses. Class Members may receive compensation for both Unreimbursed Economic Losses and Pro Rata Cash Payments, subject to a combined monetary benefits cap of \$5,000 per Class Member.

Section D. Payment

Please select the manner in which payment will be issued for your valid Claims.

- PayPal*: _____ (PayPal Email Address)
- Venmo*: _____ (Venmo Email Address)
- Zelle*: _____ (Zelle Email Address)
- Paper Check via Mail: _____ (Mailing Address)

*If you select payment via PayPal, Venmo or Zelle, the email address entered on this form will be used to process the payment to your account linked to that email address.

Section E. Settlement Class Member Affirmation

I declare under penalty of perjury that the information supplied in this claim form is true and correct. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

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

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

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

Signature: _____

Print Name: _____

Date: _____

IN ORDER TO BE VALID, THIS CLAIM FORM MUST BE MAILED BY OR RECEIVED ONLINE AT WWW.IWPDATASETTLEMENT.COM NO LATER THAN DECEMBER 9, 2024.

EXHIBIT C

Exclusion Requests				
<i>Webb et. al. v. Injured Workers Pharmacy, LLC, Case No. 1:22-cv-10797-RGS</i>				
Count	First Name	Last Name	State	Submission Date
1	Jan	Davis	FL	9/14/2024
2	Edgar	Martinez	TX	10/16/2024