

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

KIRKSTON SPANN II and ROCHELLE
LAMPKIN, *on behalf of themselves and all
others similarly situated,*

Plaintiffs,

v.

SUPERIOR AIR-GROUND AMBULANCE
SERVICE, INC.,

Defendant.

Case No: 1:24-cv-04704

Judge Matthew F. Kennelly

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MEMORANDUM IN SUPPORT**

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Further to Federal Rule of Civil Procedure Rule 23(e), Plaintiffs Kirkston Spann II and Rochelle Lampkin (“Plaintiffs”), individually and on behalf of all others similarly situated, by and through their counsel, respectfully move this Honorable Court for final approval of the proposed settlement of this class action lawsuit. Defendant, through counsel, does not oppose this Motion.¹

I. INTRODUCTION.

On November 14, 2024, this Court preliminarily approved a proposed class action settlement between Plaintiffs and Defendant Superior Air-Ground Ambulance Service, Inc. (“Superior Ambulance” or “Defendant” and together with Plaintiffs, the “Parties”). *See* ECF No. 30. Class Counsel’s efforts created distinct monetary benefits for the approximately 995,000 Settlement Class Members in the form of a \$3,250,000.00 non-reversionary common fund from which Settlement Class Members can (i) claim reimbursement for documented Monetary Losses up to \$5,000.00; (ii) submit a claim for (2) two years of three-bureau credit monitoring; and (iii) receive a pro rata share of the amounts remaining in the Settlement Fund after all costs and expenses are paid. Settlement Class Members will further benefit from equitable relief in the form of Defendant spending up to an additional \$2,500,000.00 but not less than \$1,500,000.00 on information security enhancements.

The Settlement involved a comprehensive notice program and user-friendly claims process which has been (and continues to be) implemented by the Settlement Administrator, Epiq Systems, Inc. (“Epiq”). *See* Declaration of Cameron R. Azari, Esq. Regarding Implementation & Adequacy of Notice Program (“Epiq Decl.”) (attached hereto as **Exhibit 1**). The deadline to submit a claim

¹ All capitalized terms not otherwise defined herein have the same meanings as set forth in the Settlement Agreement and Release (“Settlement Agreement” or “S.A”), which was filed as Exhibit 1 to the Joint Declaration of Gary M. Klinger and David S. Almeida in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. *See* ECF No. 26-1.

is March 31, 2025. *Id.* ¶ 30. The Court-approved notice program provided direct notice by email or mail, the creation of a toll-free telephone number to answer Settlement Class Members' questions, and the creation of a Settlement Website. *Id.* ¶¶ 11-19 & 25-27. Commencing on March 5, 2025, Epiq also sent 345,578 reminder notices via email to all Settlement Class Members for whom a valid email address is available and the initial Email Notice was not returned as undeliverable, and who have not yet filed a Claim Form or requested exclusion from the Settlement. *Id.* ¶ 31. At the direction of Class Counsel, Epiq also commenced a targeted media campaign in order to boost the claims rate. *Id.* ¶¶ 20-24.

The reaction from Settlement Class Members has been positive and strongly supports final approval. The deadline to file objections or to request exclusion was February 28, 2025. *Id.* ¶ 28. Out of approximately 995,000 Settlement Class Members, only one Settlement Class Member has objected (0.0001% of the Settlement Class) and only fifteen have requested exclusion (0.00015% of the Settlement Class). *Id.* ¶ 28. The deadline to submit a claim is March 31, 2025 and 6,594 claim forms have been received thus far. *Id.* ¶ 30. This works out to a claims rate of approximately 0.62%, which is anticipated to increase as additional Claim Forms are filed with nearly three weeks until the March 31, 2025 Claims Deadline. *Id.* This claims rate is commensurate with the claims rate in other large data breach settlements finally approved by courts. Considering the valuable benefits conveyed to Settlement Class Members, and the significant risks they would face through continued litigation, the Settlement is fair, reasonable, and adequate, and merits final approval.²

² In the interest of judicial efficiency, for the factual and procedural background of the proposed Settlement, Plaintiffs respectfully refer the Court to, and hereby incorporate by reference, the case summary and procedural history in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support, filed on November 7, 2024 and Motion for Attorneys' Fees, Costs, and Service Awards. *See* ECF Nos. 26 & 35-36.

II. SETTLEMENT TERMS.

A. The Settlement Class

The Settlement and Preliminary Approval Order (ECF No. 30) provide for a nationwide Settlement Class³ defined as the approximately 995,000 individuals “residing in the United States whose Private Information was accessed and/or acquired by an unauthorized party as a result of the data breach that occurred within Defendant’s computers systems in May 2023.” ECF No. 30 ¶ 2.

B. Class Member Benefits under the Settlement

If finally approved, the \$3,250,000.00 non-reversionary Settlement Fund will be used to make payments to Settlement Class Members and to pay Administration and Notice Costs as well as any Attorneys’ Fees and Expenses and Service Awards approved by the Court. *See* S.A. ¶¶ 42 & 44. The benefits to the Settlement Class Members are reimbursement of Monetary Losses, Financial Account Monitoring, and Pro Rata Cash Payments.

1. Reimbursement of Documented Monetary Losses.

First, Settlement Class Members could make a claim for reimbursement of Monetary Losses fairly traceable to the Security Incident up to \$5,000 per Settlement Class Member. S.A. ¶ 50(A).

³ Excluded from the Settlement Class are: (i) Superior Air-Ground Ambulance Service, Inc. and its parents, subsidiaries, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all Persons who submit a timely and valid Request for Exclusion from the Settlement Class; (iii) the Judge assigned to this litigation as well as their immediate family and staff; and (iv) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge. *Id.*

2. *Identity Theft Protection & Credit Monitoring*

Second, Settlement Class Members could also claim two (2) years of three-bureau credit monitoring, with at least \$1 million in fraud insurance. S.A. ¶ 50(C)(i).

3. *Pro Rata Cash Payment*

Third, Settlement Class Members could claim a Pro Rata Cash Payment, the amount of which will be determined based on the remainder of the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, costs of Financial Account Monitoring and reimbursement of documented Monetary Losses. S.A. ¶ 50(B)(i). Based upon the current claims rate, the estimated pro rata cash payment will be approximately \$152 for each Settlement Class Member who makes a valid claim. *See* Epiq Decl. ¶ 30.

4. *Remainder Funds*

Fourth, any Remainder Funds shall be distributed in *cy pres* to a charitable organization jointly recommended by the Parties to be approved by the Court (or any other charitable organization approved by the Court). S.A. ¶ 54. Because the balance of the Settlement Fund will be “swept out” in direct Pro Rata Cash Payments to Settlement Class Members making valid claims, it is anticipated that any *cy pres* award will be nominal, and will only consist of funds associated with uncashed checks or non-redeemed electronic payments.

5. *Enhanced Data Privacy & Business Practices Commitments*

Fifth, Defendant has provided confidential information outlining the enhanced data security procedures it put in place following the Security Incident. S.A. ¶ 45(a). At the time of signing the Settlement Agreement, Defendant committed to spend up to \$2,500,000.00 but not less than \$1,500,000.00 on additional information security enhancements in the 24 months following execution. *Id.*

As of September 24, 2025, Defendant spent \$2,084,399.08 in security enhancements. None of the past or future costs associated with these security procedures has been or will be paid by Plaintiffs or from the Settlement Fund. *Id.*

III. THE NOTICE PROGRAM.

The Court appointed Epiq to disseminate class notice and to administer the Settlement. ECF No. 30, ¶ 10. In accordance with the Court’s directive, Epiq employed direct notice that has been effective. On November 18, 2024, Epiq received three data files containing 1,059,301 records for the identified Settlement Class Members, including names and last known physical addresses (“Class List”). Epiq Decl. ¶ 11. Prior to sending Notice, Epiq sent all records to a third party to perform “reverse lookups” to try to identify the most likely valid email addresses for identified Settlement Class Members. *Id.* Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database. *Id.* These efforts resulted in 1,056,979 unique, identified Settlement Class Member records (of these records, 277 records did not have a valid email address or an associated physical address and were not sent Notice). *Id.*

An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available, and a Postcard Notice was sent via USPS first class mail to all identified Settlement Class Members with an associated physical address for whom a valid email address was not available or for whom the Email Notice was undeliverable after several attempts. *Id.* Commencing on December 30, 2024, Epiq sent 505,439 Email Notices to identified Settlement Class Members for whom a valid email address was available, using industry best practices for email notice. *Id.* ¶ 12. Also commencing on December 30, 2024, Epiq sent 526,824 Postcard Notices to identified Settlement Class Members with an associated physical address for whom an email address was not available. *Id.* ¶ 14. Prior to mailing notice, Epiq performed numerous

industry standard checks on the validity of the physical addresses. *Id.* ¶ 16. On January 22, 2025, Epiq sent 183,233 Postcard Notices to identified Settlement Class Members with an associated physical address for whom a valid email address was not available or the Email Notice was returned as undeliverable after several attempts. *Id.* ¶ 14. The Postcard Notices were sent via USPS first-class mail. *Id.* ¶ 15.

After all remailings, Epiq estimates that direct notice was successfully delivered to approximately 90% of the Settlement Class Members. *Id.* ¶¶ 7 & 18 . Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or other means. As of March 4, 2025, Epiq has mailed 1,267 Claim Packages as a result of such requests. *Id.* ¶ 19. This reach rate is consistent with other court-approved, best-practicable notice programs and in excess of Federal Judicial Center Guidelines, which state that a notice plan that reaches over 70% of targeted class members is considered a high percentage and the “norm” of a notice campaign. *Id.* ¶ 33.

In addition, commencing on March 5, 2025, Epiq sent an email reminder notice to 345,578 Settlement Class Members who have not yet submitted a claim, and for whom Epiq had a good email address. *Id.* ¶ 31 In addition to the direct notice, Epiq created a dedicated Settlement Website—<https://www.superiorambulancesettlement.com>. *Id.* ¶ 25. The Settlement Website “went live” on December 30, 2024 and contains a summary of the Settlement, important dates and deadlines such as the date of the Final Approval Hearing, Objection Deadline, Opt-Out Deadline and Claims Deadline, contact information for the Settlement Administrator, answers to frequently asked questions, downloadable copies of relevant documents, including the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, Complaint, a toll-free telephone number, and allowed Settlement Class Members an opportunity to file a Claim Form online. *Id.*

As of March 10, 2025, there have been 10,830 unique visitor sessions to the settlement website, and 55,124 web pages have been presented/viewed. *Id.*

On December 30, 2024, Epiq established a toll-free telephone number (1-888-891-8875) for the Settlement. *Id.* ¶ 26. Callers are able to hear an introductory message and 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. *Id.* This automated telephone system is available 24 hours per day, 7 days per week. *Id.* The toll-free telephone number was prominently displayed in all notice documents. *Id.* As of March 10, 2025, there have been 4,083 calls to the toll-free telephone number representing 9,064 minutes of use. *Id.*

Finally, at the direction of Class Counsel, Epiq designed and implemented an internet digital notice campaign that will run from March 12, 2025, through March 31, 2025. *Id.* ¶¶ 20-24. The digital notices will be targeted to a selected audiences with a list activation campaign, which will match the email addresses of potential Settlement Class Members with current online profiles across *Google Display Network, Basis Ad Network, Facebook, and Instagram*, and then serve digital notices directly to those individuals to stimulate claim filing. *Id.* ¶ 21. The digital notices will link directly to the Settlement Website, allowing visitors easy access to relevant information to easily file an online Claim Form. *Id.* ¶ 22. The Notice Plan in this case was robust, and satisfied all due process requirements.

The Settlement has been well-received by the Settlement Class. Settlement Class Members have until March 31, 2025, to submit a claim. *Id.* ¶ 30. As of March 10, 2025, Epiq has received 6,445 Claim Forms online electronically through the Settlement Website and 149 Claim Forms on paper by mail. *Id.* This equates to a claims rate of approximately 0.62%, which is anticipated to increase as additional Claim Forms are filed. *Id.* Epiq is still in the process of reviewing and

validating Claim Forms. *Id.* As of March 10, 2025, Epiq has received fifteen timely requests for exclusion and one objection. *Id.* ¶ 28.

In comparable class action settlements, courts around the country have approved settlements “where the claims rate was less than one percent.” *Pollard v. Remington Arms Co., LLC*, 320 F.R.D. 198, 214 (W.D. Mo. 2017), *aff’d*, 896 F.3d 900 (8th Cir. 2018) (collecting cases); *see also Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (finding 0.83% claims rate “on par with other consumer cases”); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), *aff’d*, 892 F.3d 968 (8th Cir. 2018) (approving settlement with roughly 0.23% claims rate); *Desue v. 20/20 Eye Care Network, Inc.*, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (approving claims rate of 0.66%). In comparison, this litigation includes approximately 995,000 Class Members, but only fifteen have requested exclusion (an opt-out rate of only .0015% percent) and the claims rate is currently 0.62%, with nearly three weeks remaining until the Claims Deadline.

Finally, only one Settlement Class Members has objected to the proposed Settlement (an objection rate of .0001%). *See* Epiq Decl. ¶ 28. The objection expressed concern about the amount of attorneys’ fees and costs requested. As described in Plaintiffs’ Motion for Attorneys’ Fees, the fees and expenses requested by Class Counsel are comparable to those granted in similar data privacy cases. *See* ECF No. 36 at 14-21. Such a low objection rate strongly supports a finding that the Settlement is “fair and reasonable.” *See, e.g., In re Mexico Money Transfer Litig.*, 164 F.Supp.2d 1002, 1021 (N.D. Ill. 2000) (granting final approval of settlement with 25 objections & finding the fact that “99.9% of class members have neither opted out nor filed objections to the proposed settlements ... is strong circumstantial evidence in favor of the settlements.”). Plaintiffs submit the highly successful Notice Program implemented pursuant to the Settlement meets the

requirements of due process and Federal Rule of Civil Procedure 23 and should be finally approved.

IV. LEGAL ARGUMENT

A. Final Class Certification for Settlement Purposes is Appropriate.

On November 14, 2024, this Court provisionally found that the Settlement Class met the requirements of Federal Rule of Civil Procedure 23(a)—numerosity, commonality, typicality, and adequacy—and the requirements of Rule 23(b)—predominance and superiority. ECF No. 31. Since this Order, there have been no developments that would alter this preliminary finding. The Settlement Class should now be finally certified for settlement purposes.

B. The Rule 23(a) Requirements Remain Satisfied.

Numerosity. Rule 23(a) requires that a class be “so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “A class of forty generally satisfies the numerosity requirement.” *See, e.g., Savanna Grp., Inc. v. Trynex, Inc.*, 2013 WL 66181, at *4 (N.D. Ill. 2013); *Karpilovsky v. All Web Leads, Inc.*, 2018 WL 3108884, at *6 (N.D. Ill. June 25, 2018) (same). Here, there are approximately 995,000 Settlement Class Members. Joinder is therefore impracticable and the Settlement Class satisfies the numerosity requirement.

Commonality. The Settlement Class also satisfies the commonality requirement, which requires that class members’ claims “depend upon a common contention.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, as in most data breach cases, “there are numerous common contentions capable of class wide resolution” *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 922 (N.D. Ill. 2022) (cleaned up). Indeed, common questions include (i) whether Settlement Class Members’ Private Information was compromised in the Security Incident; (ii) whether Defendant owed a duty to Plaintiffs and Settlement Class Members to protect

their Private Information; (iii) whether Defendant breached its duties; and (iv) whether Defendant violated the common law and statutory violations. Thus, the commonality requirement is met.

Typicality. Plaintiffs satisfy the typicality requirement under Rule 23 because their claims based on Defendant's alleged failure to protect Plaintiffs' and Settlement Class Members' Private Information are coextensive with those of the absent class members. *See* Fed. R. Civ. P. 23(a)(3); *see also Oshana v. Coca-Cola Co.*, 472 F.3d 506, 513 (7th Cir. 2006) (upholding typicality finding). Plaintiffs allege that their Private Information was compromised and that they were impacted by the same inadequate data security that harmed the Settlement Class. *See Hinman v. M and M Rental Center*, 545 F. Supp. 2d 802, 806–07 (N.D. Ill. 2008) (explaining that where defendant engages “in a standardized course of conduct vis-a-vis the class members, and plaintiffs’ alleged injury arises out of that conduct,” typicality is “generally met”). As such, typicality is met.

Adequacy. The adequacy requirement is satisfied where (i) there are no antagonistic interests between the named plaintiffs and their counsel and the absent class members; and (ii) the named plaintiffs and their counsel will vigorously prosecute the action on behalf of the class. Fed. R. Civ. P. 23(a)(4); *In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076, 1085 (N.D. Ill. 2021). Here, Plaintiffs are members of the Settlement Class who allegedly experienced the same injuries and seek, like other Settlement Class Members, compensation for Defendant's alleged data security shortcomings. Plaintiffs have no conflicts of interest with other Settlement Class Members, are subject to no unique defenses, and they and their counsel have and continue to vigorously prosecute this case on behalf of the Settlement Class. Further, counsel for Plaintiffs have decades of combined experience as vigorous class action litigators and are well suited to advocate on behalf of the Settlement Class. Accordingly, the adequacy requirement is satisfied.

C. The Rule 23(b)(3) Requirements Remain Satisfied.

Plaintiffs also seek to certify the Settlement Class, for settlement purposes only, under Rule 23(b)(3) which has two components: (i) predominance and (ii) superiority. Fed. R. Civ. P. 23(b)(3). Pursuant to Rule 23(b)(3), the Court must find that common questions of law or fact predominate over individual questions and that a class action is a superior method for the fair and efficient resolution of the matter. *Id.*

1. ***Predominance.*** The predominance requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997). As discussed above, common questions predominate over any questions affecting only individual members. Plaintiffs’ claims are based on Defendant’s uniform conduct related to a Security Incident that affected all Settlement Class Members in a similar manner. Plaintiffs’ claims depend on whether Defendant used reasonable data security to protect their Private Information. That question can be resolved, for settlement purposes, using the same evidence for all Settlement Class Members, and therefore, makes class-wide settlement appropriate. *See, e.g., Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (“When one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3)”) (cleaned up); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d at 926 (finding predominance in data privacy case).

2. ***Superiority.*** Furthermore, class-wide resolution is the most practical method of addressing the alleged violations in this case. While the total economic harm caused by the Security Incident is significant, each individual claim is small compared to the costs of litigating it separately. There are hundreds of thousands of Settlement Class Members with modest individual claims, most of whom likely lack the resources necessary to seek individual legal

redress. *See, e.g., Day v. Check Brokerage Corp.*, 240 F.R.D. 414, 419 (N.D. Ill. 2007) (“Where, as here, a group of consumers typically will be unable to pursue their claims on an individual basis because the cost of doing so exceeds any recovery they might secure, class actions are superior to individual litigation.”). Because the claims are being certified for purposes of settlement, there are no issues with manageability and resolution of thousands of claims in one action is superior to individual lawsuits and promotes consistency and efficiency of adjudication. *See Amchem*, 521 U.S. at 620. (“Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems”).

In sum, the proposed Class’s claims satisfy Rule 23(b)(3)’s requirements and should be certified. Adjudicating individual actions here is impracticable—the amount in dispute for each class member is small, the technical issues involved are too complex, and the required expenses costly. Thus, the Court may continue to certify the Class for settlement.

D. The Settlement Agreement Warrants Final Approval.

A class action settlement may only be approved after a hearing and a finding that the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(1)(C). To determine whether a settlement is fair, adequate, and reasonable the Court considers the following factors:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). These considerations overlap with the factors articulated by the Seventh Circuit prior to the amendment of Rule 23 in 2018 which include: (i) the strength of plaintiffs' case compared to the terms of the settlement; (ii) the complexity, length, and expense of continued litigation; (iii) the amount of opposition to the settlement; (iv) the presence of collusion in gaining a settlement; and (v) the stage of proceedings and amount of discovery completed. *See Hale v. State Farm Mut. Auto. Ins. Co.*, 2013 WL 1287054, at *12–13 (S.D. Ill. Mar. 28, 2013) (citations omitted). Under these factors, approval of the Settlement is warranted.

1. Fed. R. Civ. P. 23(e)(2)(A): Class Representatives & Class Counsel have Adequately Represented the Settlement Class.

Class Counsel have ample experience litigating data breach class actions and are well-versed in the legal claims and risks of this case. As explained in Class Counsels' Joint Declaration submitted with Plaintiffs' Unopposed Motion for Preliminary Approval, Class Counsel worked diligently to advance Plaintiffs' and Settlement Class Members' interests. *See* ECF No. 26-1. Prior to reaching the Settlement, Class Counsel researched and drafted the complaints, consolidated their cases, filed the Operative Complaint, scheduled and participated in meet and confers with Counsel for Defendant, reviewed informal discovery, and participated in a mediation. *Id.*; *see also T.K. Through Leshore v. Bytedance Tech. Co.*, 2022 WL 888943, at *11 (N.D. Ill. Mar. 25, 2022) (granting final approval where “[t]he parties engaged in substantial informal discovery and information sharing over a five-month period”); Manual for Complex Litigation (Fourth) § 13.12 (2004) (recognizing that the benefits of settlement are diminished if it is postponed until discovery is completed and approving of targeting early discovery at information needed for settlement negotiations); *id.* § 11.423 (courts are to “encourage counsel to exchange information, particularly relevant documents, without resort to formal discovery”). The procedural history of the case supports finding that Plaintiffs and the Settlement Class were adequately represented.

Plaintiffs are also adequate representatives of the Settlement Class. Plaintiffs' interests are coextensive with the interests of the Settlement Class. Here, as discussed *supra*, Plaintiffs' claims are aligned with the claims of the other Settlement Class Members. Accordingly, they have every incentive to vigorously pursue the claims of the Settlement Class as they have done to date by remaining actively involved in this Action since its inception, participating in the investigation of the case, reviewing pleadings, remaining available for consultation throughout settlement negotiations, and reviewing the Settlement Agreement. This factor favors final approval.

2. Fed. R. Civ. P. 23(e)(2)(B): the Settlement was Negotiated at Arm's Length.

"A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion." 2 *McLaughlin on Class Actions* § 6:7 (8th ed. 2011); *see also Steele v. GE Money Bank*, 2011 WL 13266350, at *4 (N.D. Ill. May 17, 2011), *report and recommendation adopted*, 2011 WL 13266498 (N.D. Ill. June 1, 2011). This presumption is applicable here because the Settlement resulted from good faith, arm's-length negotiations including a mediation with an experienced data breach class action mediator, Bennett G. Picker, Esq., and numerous telephone conferences between experienced counsel with a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses. This Settlement was reached only after informal discovery and meticulous investigation of the Security Incident. This factor supports final approval of the Settlement.

3. Fed. R. Civ. P. 23(e)(2)(C): the Settlement Provides Substantial Relief.

- a. Fed. R. Civ. P. 23(e)(2)(C)(i): the Costs, Risk, and Delay of Trial and Appeal Favor Final Approval.

The most important settlement-approval factor is "the strength of plaintiff's case on the merits balanced against the amount offered in the settlement." *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (citations omitted). Nevertheless, "[b]ecause the

essence of settlement is compromise, courts should not reject a settlement solely because it does not provide a complete victory to plaintiffs.” *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010).

The Settlement provides for substantial monetary relief, as well as equitable relief in the form of data security enhancements. All Settlement Class Members are eligible to submit a claim to have their documented Monetary Losses reimbursed up to \$5,000.00; submit a claim for two years of three-bureau credit monitoring; and receive a pro rata share of the amounts remaining in the Settlement Fund after all costs and expenses are paid. Settlement Class Members will further benefit from equitable relief in the form of Defendant spending up \$2,500,000.00 but not less than \$1,500,000.00 on information security enhancements designed to ensure Settlement Class Members information is better protected in the future.

The value achieved through the Settlement is guaranteed, whereas the chances of prevailing on the merits are uncertain. Although Plaintiffs believe in the merits of their claims, success is not guaranteed. Should litigation continue, Plaintiffs face significant risks. Data breach cases are complex, with novel issues and evolving laws posing hurdles even at the pleading stage. *See e.g., Hashemi v. Bosley, Inc.*, 2022 WL 18278431, at *28 (C.D. Cal. Nov. 21, 2022) (explaining that in data breach class actions damages methodologies are largely untested and have yet to be presented to a jury). Class certification is another hurdle—and one that has been denied in other data breach cases. *See e.g., In re Blackbaud, Inc., Customer Data Breach Litig.*, 2024 WL 2155221 (D.S.C. May 14, 2024). Further, if litigation were to continue, Defendants would continue to vigorously defend the case and the litigation could potentially span for years. Considering all of this, Plaintiffs’ likelihood of success at trial is not certain. Considering these risks, the \$3,250,000 non-

reversionary Settlement Fund is a substantial recovery for the Settlement Class. The Settlement benefits are, therefore, fair, adequate, and reasonable compared to the range of possible recovery.

b. Fed. R. Civ. P. 23(e)(2)(C)(ii): Method of Providing Relief is Effective.

Under Rule 23(e), “the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims,” is also a relevant factor in determining the adequacy of relief. Fed. R. Civ. P. 23(e)(2)(C)(ii). Here, the Notice program and Claim Form were designed to encourage the filing of valid claims by Settlement Class Members. To file a claim, Settlement Class Members needed only to complete a simple Claim Form to opt into a pro rata cash payment and identity theft protection and reimbursement for out-of-pocket losses with documentation supporting any claimed losses.

Settlement Class Members were able to submit claims online or through the mail. Epiq Decl. ¶¶ 29-30. The claims administrator, Epiq, is an experienced and nationally recognized class action administration firm. *Id.* ¶¶ 2 & 5. This procedure is claimant-friendly, efficient, cost-effective, and reasonable under the particular circumstances of this case. This is evident by the number of claims received by Epiq. As of March 10, 2025 (with the claim period still open until March 31, 2025), Epiq has received 6,594 claim forms from Settlement Class Members, which equates to a claims rate of 0.62% percent. *Id.* ¶ 30. This compares favorably with claims rates observed in other data breach class action settlements. *See supra* pg. 8. Accordingly, the methods of distributing relief to Settlement Class Members further support that the Settlement is fair, reasonable, and adequate.

c. Fed. R. Civ. P. 23(e)(2)(C)(iii): Proposed Award of Attorneys’ Fees is Fair and Reasonable.

Rule 23(e)(2)(C)(ii) requires consideration of “the terms of any proposed award of attorneys’ fees, including timing of payment.” In accordance with Rule 23(e) and the Settlement

Agreement, Class Counsel filed a motion seeking \$1,000,000.00, or 30.7% of the Settlement Fund, and \$13,101.25 as reimbursement for litigation expenses. This fee and expense request falls in line with other awards in data privacy cases as discussed in Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards. *See* ECF No. 36.

d. Fed. R. Civ. P. 23(e)(2)(C)(iv): No Additional Agreements.

As no additional agreements requiring identification exist, this factor does not weigh in favor of or against final approval.

4. Fed. R. Civ. P. 23(e)(2)(D): the Settlement Agreement Treats Settlement Class Members Equitably.

Finally, Rule 23(e) requires that the settlement “treat[] class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). The proposed settlement does not discriminate between any members of the Settlement Class. All Settlement Class Members are eligible to submit a claim for the following: documented Monetary Losses up to \$5,000.00; two years of three-bureau credit monitoring; and a pro rata share of the amounts remaining in the Settlement Fund after all other costs and expenses are paid. Plaintiffs Kirkston Spann II and Rochelle Lampkin seek a Service Award of \$2,500. These requested awards are well within the range that Courts within the Seventh Circuit routinely approve. *See, e.g., Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (finding “a \$5,000 reward is justified based on Kolinek’s role working with class counsel, approving the settlement agreement and fee application, and volunteering to play an active role if the parties continued litigating through trial”); *Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.*, 2012 WL 651727, at * 16 (N.D. Ill. Feb. 28, 2012) (approving \$25,000 service awards).

V. CONCLUSION

Because the proposed Settlement is fair, reasonable, and adequate, Plaintiffs respectfully request that the Court grant final approval of class action settlement and enter the proposed Order.

Date: March 11, 2025

Respectfully submitted,

/s/ David S. Almeida

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Interim Co-Lead Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on March 11, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court, using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ David S. Almeida _____

EXHIBIT 1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

KIRKSTON SPANN II and ROCHELLE
LAMPKIN, *on behalf of themselves and all
others similarly situated,*

Plaintiffs,

v.

SUPERIOR AIR-GOUND AMBULANCE
SERVICE, INC.,

Defendant.

Case No: 1:24-cv-04704

Judge Matthew F. Kennelly

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING
IMPLEMENTATION & ADEQUACY OF NOTICE PROGRAM**

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 & 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. References to Epiq in this declaration include Hilsoft Notifications.
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 successful implementation of the notice program (“Notice Program”) and notices (the “Notice” or “Notices”) for *Spann et al. v. Superior Air-Ground Ambulance Service, Inc.*, Civil Action No.1:24-cv-04704-MFK, currently pending in the United States District Court for the Northern District of Illinois. I previously executed my *Declaration of*

Cameron R. Azari, Esq. Regarding Notice Program (“Notice Program Declaration”) on November 5, 2024, which described the Notice Program, 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 programs.

NOTICE PROGRAM METHODOLOGY

6. Federal Rule of Civil Procedure 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 Program as implemented satisfied these requirements.

7. This Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program’s individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 90% of the Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program 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. Pursuant to the Class Action Fairness Act, (“CAFA”), 28 U.S.C. §1715, on November 18, 2024, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). Per the direction of the Offices of the Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to the

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 . . .”).

Nevada, New York, and Connecticut Attorneys 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 Implementation of CAFA Notice*, dated November 18, 2024, which is included as **Attachment 1**.

NOTICE PROGRAM DETAIL

9. On November 14, 2024, the Court approved the Notice Program 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, the following “Settlement Class:

All individuals residing in the United States whose Private Information was accessed and/or acquired by an unauthorized party as a result of the data breach that occurred within Defendant’s computers systems in May 2023.

Excluded from the Settlement Class are the following individuals and/or entities: (i) Superior Air-Ground Ambulance Service, Inc. and its parents, subsidiaries, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all Persons who submit a timely and valid Request for Exclusion from the Settlement Class; (iii) the Judge assigned to this litigation as well as their immediate family and staff; and (iv) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

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

NOTICE PROGRAM

Individual Notice

11. On November 18, 2024, Epiq received three data files containing 1,059,301 records for the identified Settlement Class Members, including names and last known physical addresses (“Class List”). Prior to sending Notice, Epiq sent all records to a third party to perform “reverse lookups” to try to identify the most likely valid email addresses for identified Settlement Class Members. Epiq deduplicated and rolled-up the records and loaded the unique, identified

Settlement Class Member records into its database. These efforts resulted in 1,056,979 unique, identified Settlement Class Member records (of these records, 277 records did not have a valid email address or an associated physical address and were not sent Notice). An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available, and a Postcard Notice was sent via USPS first class mail to all identified Settlement Class Members with an associated physical address for whom a valid email address was not available or for whom the Email Notice was undeliverable after several attempts.

Individual Notice – Email

12. Commencing on December 30, 2024, Epiq sent 505,439 Email Notices to identified Settlement Class Members for whom a valid email address was available. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and additional information about the Settlement. The Email Notice is included as **Attachment 2**.

13. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or

disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

14. Commencing on December 30, 2024, Epiq sent 526,824 Postcard Notices to identified Settlement Class Members with an associated physical address for whom an email address was not available. Commencing on January 22, 2025, Epiq sent 183,233 Postcard Notices to identified Settlement Class Members with an associated physical address for whom a valid email address was not available, or the Email Notice was returned as undeliverable after several attempts.

15. The Postcard Notice was sent via USPS first class mail. In addition, the Postcard Notice directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 3**.

16. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class Member 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 was 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.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for

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.

example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of March 10, 2025, Epiq has remailed 58,594 Postcard Notices.

18. After all remailings, Epiq estimates that direct notice was successfully delivered to approximately 90% of the Settlement Class Members.

19. Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or other means. As of March 10, 2025, Epiq has mailed 1,267 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 4**. The Claim Form is included as **Attachment 5**.

Claim Stimulation Internet Digital Notice Campaign

20. After discussion with counsel for the parties, the Notice Program was updated to add Digital Notice advertising on the selected advertising networks *Google Display Network* and *Basis Ad Network*, which represent thousands of digital properties across all major content categories. Digital Notices will also be placed on leading social media platforms in the United States, including *Facebook*, and *Instagram*. *Facebook* is the leading social networking site in the United States with a reach of approximately 62% of the U.S. population aged 18 and older⁴ with 193 million users,⁵ and *Instagram* has 169 million active users in the United States.⁶

21. The Digital Notices will be targeted to a selected audiences with a List Activation campaign, which will match the email addresses of potential Settlement Class Members with

⁴ MRI-Simmons 2024 Survey of the American Consumer®.

⁵ Statista Digital 2024: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁶ Statista Digital 2024: Global Overview Report.

current online profiles across *Google Display Network*, *Basis Ad Network*, *Facebook*, and *Instagram*, and then serve Digital Notices directly to those individuals to stimulate claim filing.

22. The Digital Notices will link directly to the Settlement Website, allowing visitors easy access to relevant information to easily file an online Claim Form. Consistent with best practices, the Digital Notices will use language from the notice headline, which will allow users to identify themselves as potential Settlement Class Members. The Digital Notices will appear on desktop, mobile, and tablet devices.

23. More details regarding the target audiences, specific ad sizes of the Digital Banner Notices, and the number of delivered impressions are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	List Activation to email addresses	728x90, 300x250, 300x600 & 970x250	2,450,000
<i>Basis Ad Network</i>	List Activation to email addresses	728x90, 300x250, 300x600 & 970x250	2,450,000
<i>Facebook</i>	List Activation to email addresses	Newsfeed & Right Hand Column	1,750,000
<i>Instagram</i>	List Activation to email addresses	Instagram Feed Ads	1,750,000
Total			8,400,000

24. Combined, approximately 8.4 million impressions will be generated by the Digital Notices.⁷ The Digital Notices will run from March 12, 2025, through the March 31, 2025, Claim Deadline. Clicking on the Digital Notices will link the readers to the Settlement Website, where they can easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 6**.

⁷ The third-party ad management platform, ClickCease, will be used to audit Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (e.g., ads being seen by ‘bots’ or non-humans, ads not being viewable, etc.).

Settlement Website

25. On December 30, 2024, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.SuperiorAmbulanceSettlement.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, Complaint, and any other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadline, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of March 10, 2025, there have been 10,830 unique visitor sessions to the settlement website, and 55,124 web pages have been presented/viewed.

Toll-Free Telephone Number

26. On December 30, 2024, Epiq established a toll-free telephone number (1-888-891-8875) for the Settlement. Callers are able to hear an introductory message and 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 telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of March 10, 2025, there have been 4,083 calls to the toll-free telephone number representing 9,064 minutes of use.

27. A postal mailing address was established and continues to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objection

28. The deadline to request exclusion from the Settlement or to object to the Settlement was February 28, 2025. As of March 10, 2025, Epiq has received 15 requests for exclusion. The

Exclusion Report is included as **Attachment 7**. As of March 10, 2025, Epiq is aware of one objection to the Settlement that is unrelated to notice for settlement administration.

Claim Submission & Distribution Options

29. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail. Settlement Class Members are given the option of receiving a digital payment or a traditional paper check.

30. The deadline for Settlement Class Members to file a Claim Form is March 31, 2025. As of March 10, 2025, Epiq has received 6,594 Claim Forms (6,445 online and 149 paper), with a current claim rate of approximately 0.62%, which is anticipated to increase as additional Claim Forms are filed. The following table provides additional details regarding the eligible benefits that have been claimed.

<i>Claim Detail</i>	<i>Claim Count</i> ⁸	<i>Value</i>
Documented Out-of-Pocket Losses ⁹	128	\$640,000.00 ¹⁰
Identity Theft Protection and Credit Monitoring ¹¹	3,046	\$49,338.30
Pro Rata Cash Payments (~\$152.37) ¹²	6,381	\$972,328.37

⁸ Settlement Class Members may submit a claim for any and/or all the Settlement remedies. These stats indicate the number of Claim Forms received and processed to date and are still undergoing final review.

⁹ Settlement Class Members may claim unreimbursed costs or expenses incurred up to \$5,000 with documentation as a result of the Security Incident.

¹⁰ Assumes a maximum claim payment of \$5,000 per Claim Form filed.

¹¹ Settlement Class Members may elect to receive two (2) years of free 3-bureau credit monitoring services.

¹² The approximate Pro Rata Cash Payment Amount *will* change depending upon how many additional Claim Forms are received by the Claim Deadline. The Pro Rata Cash Payment Amount of ~\$152.37 *will* increase or decrease on a pro rata basis after funds from the Settlement have been used to pay expenses including, Class Counsel's Fees and Expenses, Service Awards, settlement administration costs, documented out-of-pocket losses and credit monitoring expenses.

Since the March 31, 2025, deadline has not yet passed, these numbers are preliminary and are subject to change. As standard practice, Epiq is in the process of conducting a complete quality control review of 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, therefore changing the amount of the Pro Rata Cash Payments.

Reminder Notice

31. Commencing on March 5, 2025, Epiq sent 345,578 Reminder Notices via email to all Settlement Class Members for whom a valid email address is available and the initial Email Notice was not returned as undeliverable, and who have not yet filed a Claim Form or requested exclusion from the Settlement. Reminder Notice is included as **Attachment 8**.

CONCLUSION

32. 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 program be designed to reach the greatest practicable number of potential class members and, that the notice or notice program provide class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

33. The Notice Program individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 90% of the Settlement Class Members. The reach was further enhanced by a Settlement Website. The Federal Judicial Center’s (“FJC”) *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, 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 class. It is reasonable to reach between 70–95%.”¹³ Here, we have developed and implemented a Notice Program that readily achieved a reach at the high end of that standard.

¹³ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

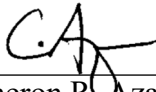
34. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated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

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

36. The Notice Program schedule afforded enough time to provide full and proper notice to the Settlement Class Members before the Opt-Out Deadline and Objection Date.

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 11, 2025.



Cameron R. Azari, Esq.

Attachment 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

KIRKSTON SPANN II and ROCHELLE
LAMPKIN, *on behalf of themselves and all others
similarly situated,*

Plaintiff,

v.

SUPERIOR AIR-GROUND AMBULANCE
SERVICE, INC.,

Defendant.

Case No: 1:24-cv-04704

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 Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 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.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Superior Air-Ground Ambulance Service, Inc., 57 federal and state officials (the Attorney General of the United States and the Attorneys

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

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 November 18, 2024, Epiq sent 57 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 53 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys 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 Priority 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:**

- Consolidated Class Action Complaint (filed August 7, 2024).

b. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:**
The Order granting preliminary approval and setting the Final Approval Hearing with instructions on how to attend the Final Approval Hearing was included on the CD.

c. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**

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.

- Claim Form (*Exhibit A to the Class Action Settlement Agreement and Release*);
 - Email Notice (*Exhibit B to the Class Action Settlement Agreement and Release*);
 - Long Form Notice (*Exhibit C to the Class Action Settlement Agreement and Release*); and
 - Postcard Notice (*Exhibit D to the Class Action Settlement Agreement and Release*).
- d. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
- Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support;
 - Joint Declaration of Gary M. Klinger and David S. Almeida in Support of Plaintiff’s Motion For Preliminary Approval (*Exhibit A to the Motion for Preliminary Approval*);
 - Class Action Settlement Agreement and Release (*Exhibit 1 to the Klinger and Almeida Declaration*);
 - [Proposed] Preliminary Approval Order (*Exhibit E to the Class Action Settlement Agreement and Release*);
 - Firm Resume/ Biography of Gary M. Klinger (*Exhibit 2 to the Klinger and Almeida Declaration*);
 - Firm Resume of Almeida Law Group (*Exhibit 3 to the Klinger and Almeida Declaration*); and
 - Declaration of Cameron R. Azari, Esq. Regarding Notice Program (*Exhibit B to the Motion for Preliminary Approval*).
- e. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The current estimate of the number of Settlement Class Members residing in each state was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 18, 2024.



KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	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	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	500 South Second Street		Springfield	IL	62701
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	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	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	525 W. Ottawa St.	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	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	Utah State Capitol Complex	350 North State Street Ste 230	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	3rd Floor PO Box 7	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade	GERS BLDG 2nd Floor	St Thomas	VI	00802

CAFA Notice Service List

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

CAFA Notice Service List

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

November 18, 2024

VIA UPS OR USPS PRIORITY 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 Defendant Superior Air-Gound Ambulance Service, Inc. (“Defendant”) relating to the proposed settlement of a class action lawsuit.

- **Case:** *Spann, et al. v. Superior Air-Gound Ambulance Service, Inc.*, Case No. 1:24-cv-04704-MFK.
- **Court:** United States District Court Northern District of Illinois.
- **Defendant:** Superior Air-Gound Ambulance Service, Inc.
- **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:**
 - Consolidated Class Action Complaint (filed August 07, 2024).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** On November 7, 2024, Plaintiffs filed an Unopposed Motion for Preliminary Approval. On November 14, 2024, the Court held a hearing on Plaintiffs’ Motion for Preliminary Approval via telephone conference. The Court granted Plaintiffs’ Motion for Preliminary Approval and scheduled a Final Approval Hearing for March 25, 2025 at 9:00 a.m. CT via telephone conference. The Order granting preliminary approval and setting the Final Approval Hearing with instructions on how to attend the Final Approval Hearing is included in the enclosed CD.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Claim Form (*Exhibit A to the Class Action Settlement Agreement and Release*);
 - Email Notice (*Exhibit B to the Class Action Settlement Agreement and Release*);
 - Long Form Notice (*Exhibit C to the Class Action Settlement Agreement and Release*); and
 - Postcard Notice (*Exhibit D to the Class Action Settlement Agreement and Release*).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
 - Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support;
 - Joint Declaration of Gary M. Klinger and David S. Almeida in Support of Plaintiff’s Motion For Preliminary Approval (*Exhibit A to the Motion for Preliminary Approval*);
 - Class Action Settlement Agreement and Release (*Exhibit 1 to the Klinger and Almeida Declaration*);

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

- [Proposed] Preliminary Approval Order (*Exhibit E to the Class Action Settlement Agreement and Release*);
 - Firm Resume/ Biography of Gary M. Klinger (*Exhibit 2 to the Klinger and Almeida Declaration*);
 - Firm Resume of Almeida Law Group (*Exhibit 3 to the Klinger and Almeida Declaration*); and
 - Declaration of Cameron R. Azari, Esq. Regarding Notice Program (*Exhibit B to the Motion for Preliminary Approval*).
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:** The Class consists of individuals residing in the United States whose Private Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred within Defendant’s computers systems in May 2023. Excluded from the Settlement Class are the following individuals and/or entities: (1) Superior Air-Ground Ambulance Service, Inc. and its parents, subsidiaries, officers, and directors, and any entity in which Defendant has a controlling interest; (2) all Persons who submit a timely and valid Request for Exclusion from the Settlement Class; (3) the Judge assigned to this litigation as well as their immediate family and staff; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

At this juncture, it is not feasible to provide the name and state of residence or the estimated proportionate share of the claims for each of the estimated Settlement Class Members covered by the proposed settlement. However, pursuant to Section (b)(7)(B), Defendant provides the current estimate of the number of Settlement Class Members residing in each state in the enclosed CD.

The proportionate share of the settlement amount that each Settlement Class Member is eligible to receive is dependent upon certain matters to be determined by the Court at the Final Approval Hearing (including, for example, the amount of the attorneys’ fees and litigation costs, if any, to award to Class Counsel and the amount of any Service Awards to Class Representatives), whether certain Settlement Class Members cannot be located, and certain other matters that will not be known until the time of the Final Approval Hearing (including, for example, the number of class members that request exclusion from the *Spann, et al. v. Superior Air-Gound Ambulance Service, Inc.* Action).

8. **Per 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

From: Noreply_SuperiorAmbulanceSettlement

To: [REDACTED]

Subject: Spann et al. v. Superior Air-Ground Ambulance Service, Inc. - Settlement Notice

Unique ID: [REDACTED]

United States District Court for the Northern District of Illinois
Spann et al. v. Superior Air-Ground Ambulance Service, Inc.
Case No. 1:24-cv-04704-MFK

If you are a U.S. resident whose Personal Information may have been accessed by an unauthorized third party as a result of a Security Incident involving Superior Air-Ground Ambulance Service, Inc. that occurred in May 2023, you may be entitled to benefits from a class action settlement.

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

You can learn more at www.SuperiorAmbulanceSettlement.com

A \$3.2 million settlement has been reached in a class action lawsuit against Superior Air-Ground Ambulance Service, Inc. (“Defendant”) arising out of a Security Incident that occurred in May 2023 by an unauthorized third party that accessed Defendant’s network and may have accessed Settlement Class Members’ Personal Information (“PI”). Defendant denies the claims and allegations in the lawsuit.

The purpose of this Notice is to inform you of the class action and the proposed Settlement so you may decide whether to participate, opt out, object, or do nothing.

Who’s Included? You are part of the Settlement Class if you are an individual residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred in May 2023.

What Does the Settlement Provide? If you submit a Valid Claim, you may be able to receive the following benefits:

Documented Out-of-Pocket Losses: With supporting documentation showing you incurred losses as a result of the Security Incident, you may be eligible for reimbursement up to \$5,000.00.

AND

Pro Rata Cash Payment: You may elect to receive a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payment will be determined on a pro rata (a legal term meaning equal share) basis after funds from the Settlement have been used to pay Class Counsel's Fees and Expenses, Service Awards, Settlement Administration costs, Documented Out-of-Pocket Losses and credit monitoring expenses.

AND

Identity Theft Protection Credit Monitoring: In addition to receiving reimbursement for out-of-pocket losses and/or a cash payment, you may elect to receive two years of free 3-bureau credit monitoring services.

You must submit a Valid Claim online or by mail postmarked by **March 31, 2025**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must opt out of the Settlement no later than **February 28, 2025**. If you do not want to opt out, you will give up the right to sue and will release any legal claims against the Released Parties, including Defendant, about the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by **February 28, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement.

The Court will hold a Final Approval Hearing on **March 24, 2025**, to consider whether to approve the Settlement; Class Counsel's request for Service Awards to the Class Representatives; the attorneys' fees request of up to \$1,083,333.33 plus reasonable litigation expenses from the \$3.2 million Settlement Fund; and any objections to the Settlement, including objections to the Service Awards, fees, and costs. You or your personal lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely. If so, instructions will be at www.SuperiorAmbulanceSettlement.com.

This notice is a summary. Learn more about the Settlement at www.SuperiorAmbulanceSettlement.com or by calling the Settlement Administrator toll-free at 1-888-891-8875.

AK842_v04

If [REDACTED] should not be subscribed or if you need to change your subscription information for Spann et al. v. Superior Air-Ground Ambulance Se, [please use this preferences page](#).

Attachment 3

Superior Ambulance Settlement Administrator
PO Box 2913
Portland, OR 97208-2913

UniqueID: [REDACTED]

Court-Approved Legal Notice

*Spann, et al. v. Superior Air-Ground
Ambulance Service, Inc.*

Case No. 1:24-cv-04704-MFK

United States District Court for the
Northern District of Illinois

If you are a U.S. resident whose Personal Information may have been accessed by an unauthorized third party as a result of a Security Incident involving Superior Air-Ground Ambulance Service, Inc. that occurred in May 2023, you may be entitled to benefits from a class action settlement.

A Court has authorized this notice.

This is not a solicitation from a lawyer.

www.SuperiorAmbulanceSettlement.com

1-888-891-8875

[REDACTED]

A \$3.2 million settlement has been reached in a class action lawsuit against Superior Air Ground Ambulance Service, Inc. (“Defendant”) arising out of a Security Incident that occurred in May 2023 by an unauthorized third party that accessed Defendant’s network and may have accessed Settlement Class Members’ Personal Information (“PI”). Defendant denies all of the claims and allegations in the lawsuit.

Who is Included? You are part of the Settlement Class if you are an individual residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred in May 2023.

The purpose of this Notice is to inform you of the class action and the proposed Settlement so you may decide whether to participate, opt out, object, or do nothing.

What does the Settlement Provide? If you submit a Valid Claim, you may be able to receive the following benefits:

Documented Out-of-Pocket Losses: With supporting documentation showing you incurred losses as a result of the Security Incident, you may be eligible for reimbursement up to \$5,000.00.

AND

Pro Rata Cash Payment: You may elect to receive a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payment will be determined on a pro rata (a legal term meaning equal share) basis after funds from the Settlement have been used to pay Class Counsel’s Fees and Expenses, Service Awards, settlement administration costs, Documented Out-of-Pocket Losses and credit monitoring expenses.

AND

Identity Theft Protection and Credit Monitoring: In addition to receiving reimbursement for out-of-pocket losses and/or a cash payment, you may elect to receive two years of free 3-bureau credit monitoring services.

You must submit a Valid Claim online or by mail postmarked by **March 31, 2025**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must opt out of the Settlement no later than **February 28, 2025**. If you do not want to opt out, you will give up the right to sue and will release any legal claims against the Released Parties, including Defendant, about the legal issues in this lawsuit. If you do not opt out, you may object to the Settlement by **February 28, 2025**. The Long Form Notice on the Settlement Website has instructions on how to opt out or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement.

The Court will hold a Final Approval Hearing on **March 25, 2025**, to consider whether to approve the Settlement, Class Counsel’s request for Service Awards to the Class Representatives, attorneys’ fees request of up to \$1,083,333.33 of the \$3.2 million Settlement Fund, plus reimbursement of costs, as well as any objections to the Settlement, including the Service Awards, fees, and costs. You or your personal lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, and if so, instructions will be at www.SuperiorAmbulanceSettlement.com.

This notice is a summary. Learn more about the Settlement at www.SuperiorAmbulanceSettlement.com, or by calling toll free 1-888-891-8875.

Attachment 4

United States District Court for the Northern District of Illinois

If you are a U.S. resident whose Personal Information may have been accessed by an unauthorized third party as a result of a Security Incident involving Superior Air-Ground Ambulance Service, Inc. that occurred in May 2023, you may be entitled to benefits from a class action settlement.

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

- A \$3.2 million settlement has been reached in a class action lawsuit against Superior Air-Ground Ambulance Service, Inc. (“Defendant”) arising out of a data security incident Defendant experienced in May 2023, by an unauthorized third party (“Security Incident”).
 - You are part of the Settlement Class if you are an individual residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred in May 2023.
 - Under the terms of the Settlement, Settlement Class Members who submit timely Valid Claims may be able to recover the following benefits:
 - **Documented Out-of-Pocket Losses:** With supporting documentation showing you incurred losses as a result of the Security Incident, you may be eligible for reimbursement up to \$5,000.00.
- AND**
- **Pro Rata Cash Payment:** You may elect to receive a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payment may increase or decrease on a *pro rata* (a legal term meaning equal share) basis after funds from the Settlement have been used to pay Class Counsel’s Fees and Expenses, Service Awards, settlement administration costs, Documented Out-of-Pocket Losses and credit monitoring expenses.
- AND**
- **Identify Theft Protection and Credit Monitoring:** In addition to receiving reimbursement for out-of-pocket losses and/or a cash payment, you may elect to receive two (2) years of free 3-bureau credit monitoring services.
- **Business Practice Changes:** Although Defendant denies any wrongdoing or liability, Plaintiffs have received assurances that the Defendant is continuously implementing additional security enhancements including defensive tools and increased monitoring.

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

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	The only way to get Settlement benefits is to submit a Valid Claim.	Submitted online or Postmarked by March 31, 2025
OPT OUT OF THE SETTLEMENT	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Postmarked by February 28, 2025
OBJECT TO THE SETTLEMENT	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by February 28, 2025
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

- These rights and options—and **the deadlines to exercise them**—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Matthew F. Kennelly of the United States District Court for the Northern District of Illinois is overseeing this class action. The lawsuit is known as *Spann, et al. v. Superior Air-Ground Ambulance Service, Inc.*, Case No. 1:24-cv-04704-MFK (“Action”). The persons who filed this Action are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Superior Air-Ground Ambulance Service, Inc., is called the “Defendant.”

2. What is this Action about?

Plaintiffs filed this lawsuit against Defendant. Plaintiffs allege that in May 2023, an unauthorized third party copied certain files from Defendant’s network containing Personal Information (“PI”) including names, addresses, dates of birth, Social Security numbers, driver's license or state identification numbers, financial account information payment card information, patient record information, medical diagnosis or condition information, medical treatment information, and health insurance information.

Plaintiffs brought this lawsuit against Defendant alleging legal claims for negligence, breach of implied contract, breach of fiduciary duty, violation of the Illinois Consumer Fraud and Deceptive Practices Act, 815 ILCS 505/2, *et seq.*, violation of the Michigan Consumer Protection Act, Mich. Comp. Laws. Ann. § 445.901, *et seq.*, and unjust enrichment.

Defendant denies these allegations and denies any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Action.

3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendant reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Kirkston Spann II and Rochelle Lampkin.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the legal claims made in the Action, the Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Defendant have agreed to settle the Action. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the **Settlement Class** if you are an individual residing in the United States whose Private Information may have been accessed and/or acquired by an unauthorized party as a result of the Security Incident that occurred within Defendant's network in May 2023.

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

Yes. Excluded from the Settlement Class are: (1) Superior Air-Ground Ambulance Service, Inc. and its parents, subsidiaries, officers, and directors, and any entity in which Defendant has a controlling interest; (2) all Persons who submit a timely and valid Request for Exclusion from the Settlement Class; (3) the Judge assigned to this litigation as well as their immediate family and staff; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge.

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

If you are still not sure whether you are a Settlement Class member, you may go to the Settlement Website at www.SuperiorAmbulanceSettlement.com or call the Settlement Administrator's toll-free telephone number at 1-888-891-8875.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member and you timely submit a Valid Claim, you may be eligible for the following Settlement benefits:

Reimbursement for Documented Out-of-Pocket Losses: All Settlement Class Members who submit a Valid Claim are eligible for up to a total of \$5,000.00 per person for unreimbursed costs or expenses incurred by a Settlement Class Member between May 15, 2023 and the Claims Deadline as a result of the Security Incident.

You must submit documentation supporting your Claim Form for Documented Out-of-Pocket Losses, which may include but is not limited to, unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud or misuse of Personal Information and/or other issues reasonably traceable to the Security Incident.

Documentation supporting your losses can include receipts or other documentation that show 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.

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

AND

Pro Rata Cash Payment: You may also elect to receive a Pro Rata Cash Payment. For purposes of calculating the Pro Rata Cash Payment, the Settlement Administrator must distribute the funds in the Settlement for the payment of Class Counsels' Fees and Expenses, Service Awards, settlement administration costs, Valid Claims for Documented Out-of-Pocket Losses, and credit monitoring expenses. The amount of the Pro Rata Cash Payment may be increased or decreased on a *pro rata* basis, based on the funds remaining in the Settlement Fund after these payments.

AND

Identity Theft Protection and Credit Monitoring: In addition to selecting a Pro Rata Cash Payment and/or compensation for Documented Out-of-Pocket Losses, you may elect to receive two (2) years of free three-bureau credit monitoring.

Business Practice Changes: Although Defendant denies any wrongdoing or liability, Plaintiffs have received assurances that the Defendant is continuously implementing additional security enhancements including defensive tools and increased monitoring.

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

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

10. What are the Released Claims?

The Settlement Agreement in Section VI describes the Released Claims and the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.SuperiorAmbulanceSettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a Claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit a Valid Claim, **postmarked** or submitted online by **March 31, 2025**. Claim Forms may be submitted online at www.SuperiorAmbulanceSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a Claim is online. Claim Forms are also available by calling 1-888-891-8875 or by writing to:

Superior Ambulance Settlement Administrator
PO Box 2913
Portland, OR 97208-2913

Claim Forms must be submitted online or by mail postmarked by March 31, 2025.

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

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

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-888-891-8875 or by writing to:

Superior Ambulance Settlement Administrator
PO Box 2913
Portland, OR 97208-2913

13. When will I receive my Settlement benefits?

If you submit a timely and Valid Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.SuperiorAmbulanceSettlement.com for updates.

14. How will I receive my payment?

If you submit a timely and Valid Claim for payment, and if your Claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim, or will be sent a paper check if you select that option. Several electronic payment options will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check relying on your physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC and David S. Almeida of Almeida Law Group LLC as Class Counsel lawyers to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to 1/3 (\$1,083,333.33) of the \$3.2 million Settlement Fund, plus reimbursement of costs. The Court may award less than the amount requested. If awarded by the Court, the Settlement Administrator will pay attorneys' fees and costs out of the Settlement Fund.

Class Counsel's motion for Attorneys' Fees and Expenses, and Service Awards will be made available on the Settlement Website at www.SuperiorAmbulanceSettlement.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice of a request to opt out. The written notice must include:

- (1) Your full name and current address;
- (2) A statement indicating your request to be excluded from the Settlement Class; and
- (3) Your physical signature as a Settlement Class member;

The opt out request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **February 28, 2025**:

Superior Ambulance Settlement Administrator
Exclusions
PO Box 2913
Portland, OR 97208-2913

You cannot opt out by telephone or by email.

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

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

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

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

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

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s motion for Attorneys’ Fees and Expenses.

To object, you must mail a timely, written objection stating that you object in *Spann, et al. v. Superior Air-Ground Ambulance Service, Inc.*, Case No. 1:24-cv-04704-MFK. Your objection must be **postmarked** by **February 28, 2025**.

The objection must also include all of the following information:

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

- (1) Your full name, current address, current telephone number;
- (2) The case name and case number, *Spann, et al. v. Superior Air-Ground Ambulance Service, Inc.*, Civil Action No. 1:24-cv-04704-MFK,
- (3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Email Notice you received,
- (4) A statement of the position(s) you wish to assert, including the factual and legal grounds for the position(s),
- (5) Copies of any other documents that you wish to submit in support of your position,
- (6) Whether you intend to appear at the Final Approval Hearing,
- (7) Whether you are represented by a lawyer and, if so, the name, address, and telephone number of your lawyer, and
- (8) Your signature (a lawyer's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed **postmarked** by **February 28, 2025**, to the Settlement Administrator at:

Superior Ambulance Settlement Administrator
Objections
PO Box 2913
Portland, OR 97208-2913

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

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

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **March 25, 2025, at 9:00 a.m.** before the Honorable Matthew F. Kennelly at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago IL 60604 or via video conference or by phone. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's Application for Attorneys' Fees and Expenses, and Service Awards.

If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via video conference or by phone. Any change will be posted at www.SuperiorAmbulanceSettlement.com.

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not opt out, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendant, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Security Incident.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.SuperiorAmbulanceSettlement.com, by calling 1-888-891-8875 or by writing to:

Superior Ambulance Settlement Administrator
PO Box 2913
Portland, OR 97208-2913

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

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Attachment 5

**Must be postmarked or
submitted online NO
LATER THAN
March 31, 2025**

SUPERIOR AMBULANCE SETTLEMENT
ADMINISTRATOR
PO Box 2913
Portland, OR 97208-2913
www.SuperiorAmbulanceSettlement.com

Spann et al. v. Superior Air-Ground Ambulance Service Claim Form

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim Form if you are an individual residing in the United States whose Private Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred within Defendant's network in May 2023.

The easiest way to submit a claim is online at www.SuperiorAmbulanceSettlement.com, or you can complete and mail this Claim Form to the mailing address above.

You may submit a claim for one or more of these benefits:

(1) Pro Rata Cash Payment:

You may elect to receive a Pro Rata Cash Payment. For purposes of calculating the Pro Rata Cash Payment, the Settlement Administrator must distribute the funds in the Settlement for the payment of Plaintiffs' Counsel's Fees and Expenses, Service Awards, settlement administration costs, Valid Claims for Documented Out-of-Pocket Losses, and credit monitoring expenses. The amount of the Pro Rata Cash Payment may be increased or decreased on a pro rata basis, based on the funds remaining in the Settlement Fund after these payments.

(2) Reimbursement for Documented Out-of-Pocket Losses:

All Settlement Class Members who timely submit a Valid Claim are eligible for up to a total of \$5,000.00 per person for unreimbursed documented costs or expenses incurred by a Settlement Class Member between May 15, 2023, and the Claims Deadline as a result of the Security Incident.

You must submit documentation supporting your Claim Form for Documented Out-of-Pocket Losses, which may include but is not limited to, unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud or misuse of Personal Information and/or other issues reasonably traceable to the Security Incident.

Documentation supporting your losses can include receipts or other documentation that show the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

(3) Identity Theft Protection and Credit Monitoring:

In addition to selecting a Pro Rata Cash Payment and/or compensation for Documented Out-of-Pocket Losses, you may elect to receive two (2) years of free three-bureau credit monitoring.

(4) Business Practice Changes:

Although Defendant denies any wrongdoing or liability, Plaintiffs have received assurances that the Defendant is continuously implementing additional security enhancements including defensive tools and increased monitoring.

Claims must be submitted online or mailed by March 31, 2025. Use the address at the top of this form to mail your Claim Form.

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

For more information and complete instructions visit www.SuperiorAmbulanceSettlement.com

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

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Your Information

1. NAME (REQUIRED):

First Name

MI

Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City

State

ZIP Code

3. PHONE NUMBER:

 - -

4. EMAIL ADDRESS:

5. UNIQUE ID:

Pro Rata Cash Payment

Payments may be made by electronic payment or by paper check. In the event that the total amount of Valid Claims exceeds the total amount of the Settlement Fund (\$3,250,000.00), the value of the Pro Rata Cash Payments to each Settlement Class Member who submitted a Valid Claim will be reduced on a pro rata basis (a legal term meaning equal share), so that the total value of the Pro Rata Cash Payments for all Valid Claims does not exceed the Settlement Fund (after payment of all Settlement Administration costs, Service Awards, and Plaintiffs' Counsel's Fees and Expenses).

I wish to receive a Pro Rata Cash Payment.

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Reimbursement for Documented Out-of-Pocket Losses

You can receive reimbursement for up to a total \$5,000.00 per person for unreimbursed costs or expenses incurred by a Settlement Class Member between May 15, 2023, and the Claims Deadline as a result of the Security Incident.

You must submit documentation supporting your Claim Form for Documented Out-of-Pocket Losses, which may include but is not limited to, unreimbursed costs, expenses or charges incurred addressing or remedying identity theft, fraud or misuse of Personal Information and/or other issues reasonably traceable to the Security Incident.

Documentation supporting your losses can include receipts or other documentation that show the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

Expense Type and Examples of Documents	Approximate Amount of Expense and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Security Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or medical-identity theft.	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) <i>Please provide a detailed description or a separate document submitted with this Claim Form.</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>
Professional fees including attorneys' and accountants' fees, and fees for credit repair services.	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/>

Identity Theft Protection and Credit Monitoring

You may choose to elect to receive two (2) years of free three-bureau credit monitoring.

- I wish to receive two (2) years of free three-bureau credit monitoring. *(Please include your mailing address on the "Your Information" page.)*

Payment Selection

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

- Venmo – Enter the mobile number or email associated with your Venmo account:
- Zelle – Enter the mobile number or email associated with your Zelle account:
- Physical Check - Payment will be mailed to the address provided above.

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Signature

I affirm under the laws of the United States that the information I have supplied in this *Claim Form* and any copies of documents that I am sending to support my claim are true and correct to the best of my knowledge.

I attest that the losses or expenses claimed were incurred as a result of the Security Incident.

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

Print Name

Date: - -
MM DD YYYY

Signature

Questions? Go to www.SuperiorAmbulanceSettlement.com or call 1-888-891-8875

Attachment 6

Spann et al. v. Superior Air-Ground Ambulance Service, Inc.
Banner Advertisement

Option 1 –

Display Banner (300x250)

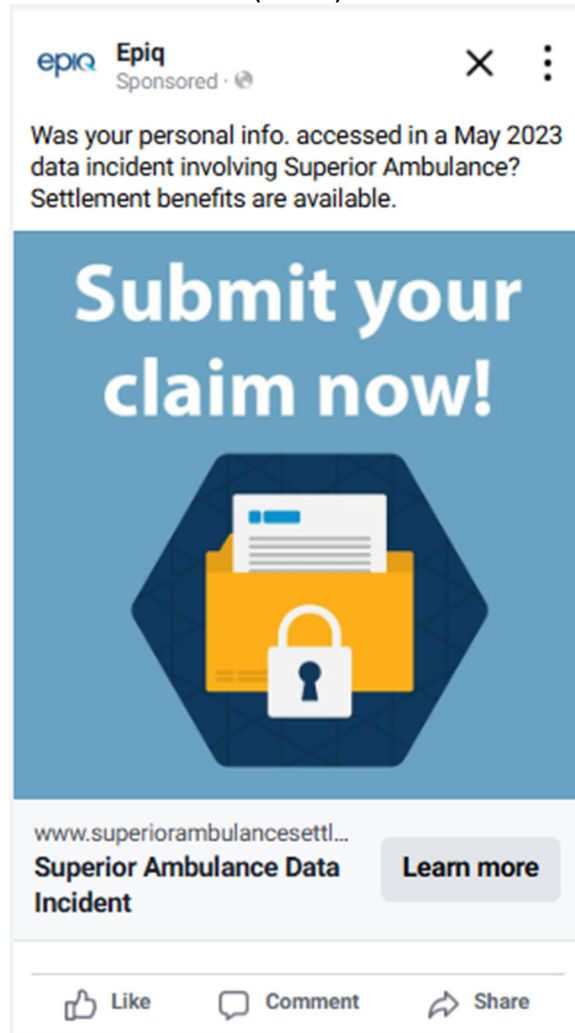
Frame 1 (on screen for 10 seconds)



Frame 1 (on screen for 5 seconds)



Facebook – Newsfeed
(Static)



The image shows a static Facebook newsfeed advertisement. At the top left is the Epiq logo with the text "Epiq Sponsored" and a small globe icon. To the right are a close button (X) and a menu button (three dots). The main text of the ad asks, "Was your personal info. accessed in a May 2023 data incident involving Superior Ambulance? Settlement benefits are available." Below this is a large blue graphic with the text "Submit your claim now!" in white. The graphic features a yellow folder icon with a white document and a white padlock. At the bottom of the ad, there is a link "www.superiorambulancesettl...", the text "Superior Ambulance Data Incident", and a "Learn more" button. Below the ad are the standard Facebook interaction buttons: "Like", "Comment", and "Share".

epiq Epiq Sponsored

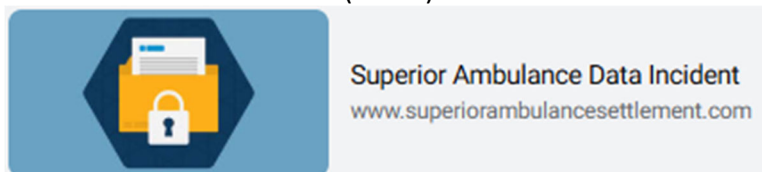
Was your personal info. accessed in a May 2023 data incident involving Superior Ambulance? Settlement benefits are available.

Submit your claim now!

www.superiorambulancesettl...
Superior Ambulance Data Incident [Learn more](#)

Like Comment Share

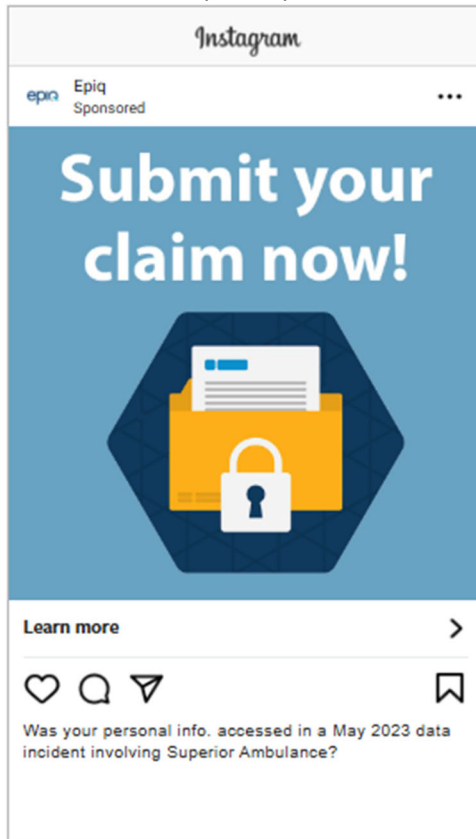
Facebook – Right Hand Column
(Static)



The image shows a static Facebook right-hand column advertisement. It features a blue rounded rectangle containing a yellow folder icon with a white document and a white padlock. To the right of the icon, the text reads "Superior Ambulance Data Incident" followed by the website "www.superiorambulancesettlement.com".

Superior Ambulance Data Incident
www.superiorambulancesettlement.com

**Instagram – Feed Ad
(Static)**



Option 2 –

Display Banner (300x250)

Frame 1 (on screen for 10 seconds)





Frame 1 (on screen for 5 seconds)

**you may be entitled to
benefits from a class
action settlement.**

Learn More




Facebook – Newsfeed
(Static)




 **Epiq**
Sponsored ·  × ⋮

Was your personal info. accessed in a May 2023 data incident involving Superior Ambulance? Settlement benefits are available.

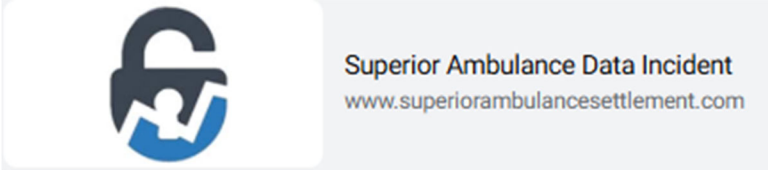
**Submit your
claim now!**



www.superiorambulancesettl...
**Superior Ambulance Data
Incident** **Learn more**

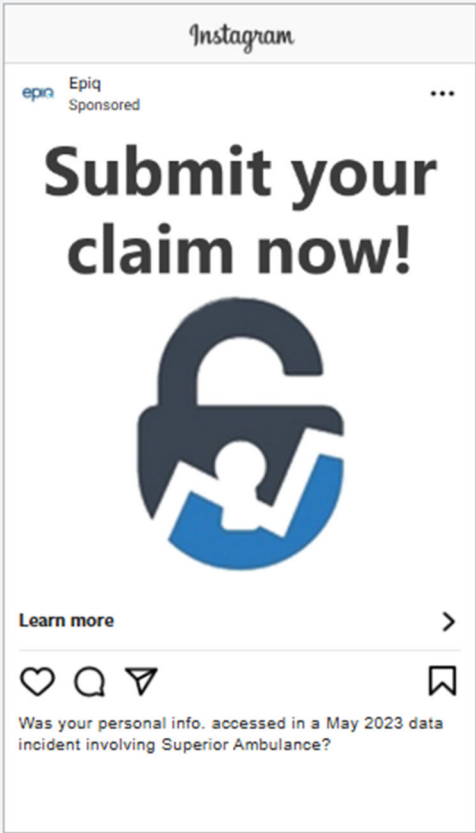
 Like  Comment  Share

Facebook – Right Hand Column
(Static)



A Facebook advertisement featuring a logo on the left and text on the right. The logo is a blue padlock with a white silhouette of a person inside. The text reads "Superior Ambulance Data Incident" and "www.superiorambulancesettlement.com".

Instagram – Feed Ad
(Static)



An Instagram feed advertisement. At the top, it says "Instagram". Below that, the "Epiq Sponsored" logo is visible. The main text reads "Submit your claim now!" in large, bold letters. Below the text is the same padlock logo seen in the Facebook ad. At the bottom, there is a "Learn more" link with a right-pointing arrow, and a question: "Was your personal info. accessed in a May 2023 data incident involving Superior Ambulance?". There are also icons for heart, comment, share, and bookmark.

Attachment 7



**Spann et al. v. Superior Air-Ground Ambulance Service, Inc
Exclusion Report**

Number	Name ID
1	xxxx435
2	xxxx824
3	xxxx746
4	xxxx747
5	xxxx320
6	xxxx434
7	xxxx939
8	xxxx955
9	xxxx653
10	xxxx014
11	xxxx666
12	xxxx890
13	xxxx915
14	xxxx964
15	xxxx958

Attachment 8

From: Noreply_SuperiorAmbulanceSettlement
To: [REDACTED]
Subject: Spann et al. v. Superior Air-Ground Ambulance Service, Inc. - Reminder Notice

Unique ID: [REDACTED]

United States District Court for the Northern District of Illinois
Spann et al. v. Superior Air-Ground Ambulance Service, Inc.
Case No. 1:24-cv-04704-MFK

If you are a U.S. resident whose Personal Information may have been accessed by an unauthorized third party as a result of a Security Incident involving Superior Air-Ground Ambulance Service, Inc. that occurred in May 2023, you may be entitled to benefits from a class action settlement.

A \$3.2 million settlement has been reached in a class action lawsuit against Superior Air-Ground Ambulance Service, Inc. ("Defendant") arising out of a Security Incident that occurred in May 2023 by an unauthorized third party that accessed Defendant's network and may have accessed Settlement Class Members' Personal Information ("PI"). Defendant denies the claims and allegations in the lawsuit.

Our records indicate you have not yet filed a claim. Your legal rights might be affected. Claim your potential benefit(s) from the Settlement by March 31, 2025.

You must submit a Valid Claim [online](#) using the Unique ID listed above, or by mail postmarked by **March 31, 2025**.

Who's Included? You are part of the Settlement Class if you are an individual residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized third party as a result of the Security Incident that occurred in May 2023.

What Does the Settlement Provide? If you submit a Valid Claim, you may be able to receive the following benefits:

Documented Out-of-Pocket Losses: With supporting documentation showing you incurred losses as a result of the Security Incident, you may be eligible for reimbursement up to \$5,000.00.

AND

Pro Rata Cash Payment: You may elect to receive a Pro Rata Cash Payment. The amount of the Pro Rata Cash Payment will be determined on a pro rata (a legal term meaning equal share) basis after funds from the Settlement have been used to pay Class Counsel's Fees and Expenses, Service Awards, Settlement Administration costs, Documented Out-of-Pocket Losses and credit monitoring expenses.

AND

Identity Theft Protection Credit Monitoring: In addition to receiving reimbursement for out-of-pocket losses and/or a cash payment, you may elect to receive two years of free 3-bureau credit monitoring services.

The Court will hold a Final Approval Hearing on **March 25, 2025**, to consider whether to approve the Settlement; Class Counsel's request for Service Awards to the Class Representatives; the attorneys' fees request of up to \$1,083,333.33 plus reasonable litigation expenses from the \$3.2 million Settlement Fund; and any objections to the Settlement, including objections to the Service Awards, fees, and costs. You or your personal lawyer may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely. If so, instructions will be at www.SuperiorAmbulanceSettlement.com.

Learn more about the Settlement at www.SuperiorAmbulanceSettlement.com or by calling the Settlement Administrator toll-free at 1-888-891-8875.

If [REDACTED] should not be subscribed or if you need to change your subscription information for Spann et al. v. Superior Air-Ground Ambulance Se, [please use this preferences page](#).