

**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
<b>SUBMIT A CLAIM FORM</b>	The only way to get Settlement benefits is to submit a Valid Claim.	<b>Submitted online or Postmarked by March 31, 2025</b>
<b>OPT OUT OF THE SETTLEMENT</b>	Get no Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	<b>Postmarked by February 28, 2025</b>
<b>OBJECT TO THE SETTLEMENT</b>	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.	<b>Postmarked by February 28, 2025</b>
<b>DO NOTHING</b>	Get no Settlement benefits. Be bound by the Settlement.	

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- 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

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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](http://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.

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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](http://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](http://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](http://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](http://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](http://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

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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:

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- (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](http://www.SuperiorAmbulanceSettlement.com).

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you 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](http://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.**

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