

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT IN AND
FOR PINELLAS COUNTY, FLORIDA**

If you received a Notice of Data Incident regarding the Data Incident from Etairos Health, Inc. (“Etairos”) on or around March 22, 2024, you may be eligible for free credit monitoring services, reimbursement for unreimbursed costs or expenditures and/or lost time, and/or an alternative cash payment.

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

- A Settlement has been reached in a class action lawsuit about a data incident that occurred on or around February 20, 2024, during which an unauthorized individual was suspected to have potentially accessed Etairos’ systems and acquired personally identifiable information (“PII”) of Etairos’ current and former employees (the “Data Incident”).
- Etairos provides home health care services in Largo, Palm Harbor, Fort Lauderdale, Tampa, Orlando, and Tamarac, Florida.
- A lawsuit was filed against Etairos, alleging that it did not take appropriate care to protect the current and former employees from the Data Incident.
- Etairos denies all of the Plaintiff’s claims in the lawsuit and maintains it did not do anything wrong, but it has agreed to settle the case to avoid the expense and burdens of litigation.
- The Settlement includes all U.S. resident individuals to whom written notification was provided by Etairos regarding the Data Incident, which was sent on or around March 22, 2024.
- The Settlement provides credit monitoring services. You must submit a claim to receive this benefit.
- The Settlement also provides (i) up to \$4,500 in reimbursement of unreimbursed costs and expenditures incurred in responding to notice of the Data Incident or mitigating the effects of the Data Incident, including up to \$120 in compensation for time spent responding to notice of the Data Incident or mitigating the effects of the Data Incident. You must submit a claim to receive these benefits.
- In lieu of making a claim for Out-Of-Pocket Losses and Attested Time, you may make a claim for an alternative cash payment of \$75.00. Class members may make a claim for either Out-Of-Pocket Losses and Attested Time or a claim for an alternative cash payment; Class members may not make a claim for both Out-Of-Pocket Losses and Attested Time and a claim for an alternative cash payment.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get free credit monitoring services, reimbursement for unreimbursed costs or expenditures and/or lost time, and/or an alternative cash payment. You must submit a claim by December 21, 2026 .
Ask to be Excluded	Get no payment. The only option that allows you to sue Etairos over the claims resolved by this Settlement. You must exclude yourself by November 20, 2026 .
Object	Write to the Court about why you do not like the Settlement. You must object by November 20, 2026 .
Do Nothing	Get no payment. Give up rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.
- No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Etailros, Etailros’ counsel, or Proposed Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	Page 3
1. Why was this Notice issued?	
2. What is this lawsuit about?	
3. Why is this lawsuit a class action?	
4. Why is there a Settlement?	
WHO IS IN THE SETTLEMENT?.....	Page 3
5. How do I know if I am included in the Settlement?	
6. What if I am not sure whether I am included in the Settlement?	
THE SETTLEMENT BENEFITS	Page 4
7. What does the Settlement provide?	
8. What payments are available for Expense Reimbursement?	
HOW TO GET BENEFITS.....	Page 5
9. How do I get benefits?	
10. How will claims be decided?	
REMAINING IN THE SETTLEMENT.....	Page 5
11. Do I need to do anything to remain in the Settlement?	
12. What am I giving up as part of the Settlement?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	Page 6
13. If I exclude myself, can I get a payment from this Settlement?	
14. If I do not exclude myself, can I sue Etailros for the same thing later?	
15. How do I exclude myself from the Settlement?	
THE LAWYERS REPRESENTING YOU	Page 6
16. Do I have a lawyer in this case?	
17. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	Page 7
18. How do I tell the Court that I do not like the Settlement?	
19. What is the difference between objecting and asking to be excluded?	
THE COURT’S FAIRNESS HEARING	Page 8
20. When and where will the Court decide whether to approve the Settlement?	
21. Do I have to attend the hearing?	
22. May I speak at the hearing?	
IF YOU DO NOTHING.....	Page 8
23. What happens if I do nothing?	
GETTING MORE INFORMATION	Page 8
24. How do I get more information?	

BASIC INFORMATION

1. Why was this Notice issued?

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

This matter involves a lawsuit styled *Bueno v. Etairos Health, Inc.* in the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 24-002129-CI. The person who sued is called the Plaintiff. Etairos Health, Inc. is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Etairos Health, Inc. (“Etairos”) was responsible for the Data Incident and asserted claims for negligence and breach of implied contract.

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

3. Why is this lawsuit a class action?

In a class action, one or more people called “Representative Plaintiff(s)” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiff is Isabel Garcia Bueno. One Court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

You are included in the Settlement Class if you are a U.S. resident individual to whom written notification was provided by Etairos regarding the Data Incident, which was sent on or around March 22, 2024.

Specifically excluded from the Settlement Class are: (i) Etairos and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; and (v) any other individual found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity involved in the Data Incident or who pleads *nolo contendere* to any such charge

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

If you are not sure whether you are included in the Settlement, you may call 1-(866) 719-2657 with questions or visit www.EtairosHealthSettlement.com. You may also write with questions to Etairos Health Claims Administrator, PO Box 25226 Santa Ana, CA 92799. Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement will provide free credit monitoring services and cash payments to people who submit valid claims or an alternative cash payment of \$75 in lieu of a claim for reimbursement.

You must provide proof of your class membership in the form of either (1) the unique identifier provided in the notice you received by postcard or e-mail; or (2) name and physical address you provided to Etairos for employment purposes.

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

In lieu of making a claim for Out-Of-Pocket Losses and Attested Time, you may make a claim for an alternative cash payment of \$75.00.

Finally, as part of the Settlement, Etairos has agreed to implement and maintain verifiable contractual data security procedures for a period 3 years following the execution of a formal settlement agreement.

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Etairos, Etairos' counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

More details are provided in the Settlement Agreement, which is available at www.EtairosHealthSettlement.com.

8. What payments are available for Expense Reimbursement?

All Class members may submit a claim for Out-of-Pocket Losses and Attested Time up to \$4,500.00 per individual.

“Out-of-Pocket Losses” are unreimbursed costs or expenditures incurred by a Settlement Class Member in responding to notice of the Data Incident or mitigating the effects of the Data Incident. Out-of-Pocket Losses may include, without limitation, the following:

(1) costs incurred on or after February 20, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency;

(2) other miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax,

postage, copying, mileage, and long-distance telephone charges;

(3) credit monitoring or other mitigative costs that were incurred on or after February 20, 2024, through the date of the Class member's claim submission; and

(4) unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's personal information.

Whether or not they have Out-of-Pocket Losses, Class members may also submit a claim for up to 8 hours of time spent remedying issues related to receipt of notice of the data breach at \$15 per hour by providing an attestation and a brief description of (1) the actions taken in response to the data breach notice and (2) the time associated with each action

More details are provided in the Settlement Agreement, which is available at www.EtairosHealthSettlement.com.

HOW TO GET BENEFITS

9. How do I get benefits?

To ask for a payment or to sign up for credit monitoring services, you must complete and submit a Claim Form. Claim Forms are available at www.EtairosHealthSettlement.com, or you may request one by mail by calling (866) 719-2657. Read the instructions carefully, fill out the Claim Form, and mail it postmarked no later than **December 21, 2026** to:

Etairos Health Claims Administrator
PO Box 25226
Santa Ana, CA 92799

10. How will claims be decided?

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

REMAINING IN THE SETTLEMENT

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

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **December 21, 2026**.

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

If the Settlement becomes final, you will give up your right to sue for the claims being resolved by this Settlement. The specific claims you are giving up are described in Section 1.23 of the Settlement Agreement. You will be "releasing" Etairos and all related people or entities as described in Sections 1.22 and 1.24 of the Settlement Agreement. The Settlement Agreement is available at www.EtairosHealthSettlement.com.

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

13. If I exclude myself, can I get a payment from this Settlement?

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

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

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

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in lawsuit styled *Bueno v. Etailros Health, Inc.*, in the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 24-002129-CI. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **November 20, 2026**, to:

Etailros Health Claims Administrator
PO Box 25226
Santa Ana, CA 92799

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

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

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

17. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses of up to \$146,500.00. Class Counsel will also request approval of a service award of \$3,500 for

the Representative Plaintiff. Any amount that the Court awards for attorneys' fees, costs, expenses, and an incentive award will be paid separately per the terms of the Settlement Agreement and will not reduce the amount available to Settlement Class Members who submit valid claims.

OBJECTING TO THE SETTLEMENT

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

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must **file** a written objection in this case, *Bueno v. Etairos Health, Inc.*, in the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, Case No. 24-002129-CI, with the Clerk of the Court at the address below.

Your objection must include all of the following:

- your full name, address, telephone number, and e-mail address (if any);
- information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to Question 5;
- a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable;
- the identity of all counsel representing you, if any, in connection with your objection;
- a statement confirming whether you intend to personally appear and/or testify at the Final Fairness Hearing;
- your signature or the signature of your duly authorized attorney or other duly authorized representative;

To be timely, your objection must be **filed** with the Clerk of the Court for the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida no later than **November 20, 2026**.

In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **November 20, 2026**:

Court	Class Counsel	Etairos' Counsel
Clerk of the Court Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida 315 Court St., Clearwater, FL 33756	Patrick A. Barthle Morgan & Morgan Complex Litigation Group 201 N. Franklin St., 7th Floor, Tampa, Florida 33602 Ryan D. Maxey Maxey Law Firm, P.A. 107 N. 11th St. #402 Tampa, Florida 33602	Andrew Chase Constangy, Brooks, Smith, & Prophete LLP 45 Main Street Suite 206 Brooklyn, NY 11201

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

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

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Final Settlement Approval Hearing at 9:00 A.M. on **January 20, 2027**, at the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, Clearwater Courthouse, 315 Court Street, Clearwater, FL 33756, Courtroom B (or by Zoom if the Court so orders). The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.EtairosHealthSettlement.com or call (866) 719-2657. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. Do I have to attend the hearing?

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

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 19, including all the information required therein. Your Objection must be **filed** with the Clerk of Court for the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida by mailing it postmarked no later than **November 20, 2026**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 19, postmarked no later than **November 20, 2026**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit about the legal issues in this case, ever again against Etairos or any related people or entities as described in Sections 1.22 and 1.24 of the Settlement Agreement. The Settlement Agreement is available at www.EtairosHealthSettlement.com.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at www.EtairosHealthSettlement.com. You may also write with questions to the Claims Administrator PO Box 25226, Santa Ana, CA 92799. You can also get a Claim Form at the website, or by calling the toll-free number, (866) 719-2657.