

EXHIBIT 1-A – REVISED SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”), dated as of May 13, 2022, is made and entered into by and among the following parties: Teairra Purvis, individually, on behalf of her minor child, J.A., and on behalf of the Class and Aramah Johnson (together with Teairra Purvis, “Representative Plaintiffs”), individually and on behalf of the Class, by and through David K. Lietz and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC (“Class Counsel”); and (ii) Aveanna Healthcare, LLC (“Aveanna” and, collectively with the Representative Plaintiffs, the “Parties”), by and through its counsel of record, Douglas Meal and Seth Harrington of Orrick, Herrington & Sutcliffe LLP, and Robert B. Remar of Smith, Gambrell, & Russell, LLP (“Aveanna’s Counsel”).

RECITALS

1.01. On May 8, 2020, in the United States District Court for the Northern District of Georgia (the “Court”), Representative Plaintiffs initiated an action styled *Purvis, et al. v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (the “Litigation”).

1.02. On July 27, 2020, Aveanna moved to dismiss the initial complaint filed by Plaintiff Purvis (the “Complaint”). On August 11, 2020, Plaintiff Purvis filed an amended version of the Complaint, (the “First Amended Complaint”) and then, on August 20, 2020, Plaintiffs Purvis and Johnson filed, with Aveanna’s consent, another amended complaint (the “Second Amended Complaint”). Aveanna moved to dismiss the Second Amended Complaint on October 5, 2020, arguing that the Second Amended Complaint failed to state a claim for each of the causes of action set forth therein.

1.03. On September 27, 2021, the Court entered an Order granting Aveanna’s motion to dismiss the Second Amended Complaint with respect to Plaintiffs’ claims for invasion of privacy based on intrusion upon seclusion and breach of confidence. The Court dismissed without

prejudice Plaintiff Johnson's claims for breach of implied contract and fiduciary duty. The Court otherwise denied the motion.

1.04. On October 27, 2021, Aveanna filed its Answer and Affirmative Defenses to the Second Amended Complaint.

1.05. Aveanna denies all material allegations of the Second Amended Complaint. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, Aveanna has agreed to settle the Litigation on the terms set forth in this Agreement, subject to Court approval.

1.06. This Agreement resulted from good faith, arm's-length settlement negotiations.

1.07. Class Counsel represent that they conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the putative class in the Litigation. Based on this investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of the Litigation, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement, that a settlement with Aveanna on the terms set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Class.

1.08. The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any of the Parties except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any of the Parties.

1.09. The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all Released Claims.

1. DEFINITIONS.

As used in the Settlement Agreement, the following terms have the meanings specified below:

- 1.1. “Agreement” has the meaning set forth in the first paragraph of this Agreement.
- 1.2. “Approved Claim” means a Settlement Claim approved by the Settlement Administrator pursuant to ¶ 2.2 of this Settlement Agreement.
- 1.3. “Attested Time” has the meaning set forth in ¶ 2.1.2(a).
- 1.4. “Aveanna” has the meaning set forth in the first paragraph of this Agreement.
- 1.5. “Aveanna’s Counsel” has the meaning set forth in the first paragraph of this Agreement.
- 1.6. “Aveanna Payment” has the meaning set forth in ¶ 2.2.4(d).
- 1.7. “Award” has the meaning set forth in ¶ 8.1.
- 1.8. “Award Request” has the meaning set forth in ¶ 8.2.
- 1.9. “Calculation Report” has the meaning set forth in ¶ 2.2.4.
- 1.10. “Claim Supplementation” has the meaning set forth in ¶ 2.2.1.
- 1.11. “Claims” has the meaning set forth in ¶ 1.44.
- 1.12. “Claims Administration” means the processing of Claim Forms received from Settlement Class Members and the processing of Settlement Benefits on Approved Claims by or as directed by the Settlement Administrator.
- 1.13. “Claims Deadline” means the deadline by which Settlement Class Members must submit any Settlement Claims.

- 1.14. “Claim Form” means the claim form attached as Exhibit A.
- 1.15. “Claims Period” means the time period during which Settlement Class Members may submit Settlement Claims, running from the commencement of the Notice Program through the Claims Deadline.
- 1.16. “Class” means all persons whose PII was received by, gathered by, shared with, obtained by, or otherwise came into the possession of Aveanna and was potentially compromised in the Security Incident.
- 1.17. “Class Counsel” has the meaning set forth in the first paragraph of this Agreement.
- 1.18. “Class Member” means any person, and “Class Members” mean all persons, who fall(s) within the definition of the Class.
- 1.19. “Complaint” has the meaning set forth in ¶ 1.02.
- 1.20. “Costs of Settlement Administration” means all actual costs associated with or arising from Claims Administration and the Notice Program as set forth in ¶ 4.
- 1.21. “Court” has the meaning set forth in ¶ 1.01.
- 1.22. “Determination Date” has the meaning set forth in ¶ 2.2.3.
- 1.23. “Determination Date Deadline” has the meaning set forth in ¶ 2.2.3.
- 1.24. “Direct Notice” has the meaning set forth in ¶ 4.2.3.
- 1.25. “Documented Time” has the meaning set forth in ¶ 2.1.2(b).
- 1.26. “Effective Date” means the first date by which all of the events and conditions specified in ¶ 10.1 herein have occurred and been met.
- 1.27. “First Amended Complaint” has the meaning set forth in ¶ 1.02.
- 1.28. “Identity Theft Protection Service” has the meaning set forth in ¶ 2.1.4.

1.29. “Judgment” means a final order and judgment rendered by the Court that, among other things, finally approves the Settlement Agreement and is consistent with ¶¶ 3.2, 8.2 and 8.3 and is in the form of the proposed Final Approval Order and Judgment attached as Exhibit D.

1.30. “Litigation” has the meaning set forth in ¶ 1.01.

1.31. “Long Notice” has the meaning set forth in ¶ 3.1(f).

1.32. “Notice Deadline” means the date that is forty-five (45) days from the date of entry of the Preliminary Approval Order.

1.33. “Notice Program” has the meaning set forth in ¶ 4.1.

1.34. “Objection Deadline” has the meaning set forth in ¶ 6.1.1.

1.35. “Opt-Out Deadline” has the meaning set forth in ¶ 5.1.2.

1.36. “Opt-Out Member” has the meaning set forth in ¶ 5.1.3.

1.37. “Out of Pocket Losses” has the meaning set forth in ¶ 2.1.1.

1.38. “Parties” has the meaning set forth in the first paragraph of this Agreement.

1.39. “Personal Identifiable Information” (“PII”) means medical diagnosis or medical conditions, medications, medical treatment information, demographic information, names, addresses, dates of birth, driver’s license numbers or state identification numbers, Social Security numbers, claims information, credit card or bank account information, and other financial information.

1.40. “Preliminary Approval Order” means an order preliminarily approving the Settlement Agreement and, among other things, ordering that notice be provided to the Class, in the form of the proposed Preliminary Approval Order attached as Exhibit E.

1.41. “Publication Notice” has the meaning set forth in ¶ 3.1(f).

1.42. “Publication Plan” means the plan set forth in the Declaration of Christie K. Reed attached hereto as Exhibit F.

1.43. “Reimbursement Cap” has the meaning set forth in ¶ 2.1.3.

1.44. “Released Claims” means any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known or unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, that are being asserted, have been asserted, could have been asserted, or could ever be asserted (whether individually or on a class-wide basis) by any Settlement Class Member against Aveanna or any of the other Released Persons (collectively, “Claims”): (a) relating to, based on, concerning, or arising out of the Security Incident; (b) in the Litigation, including without limitation any such Claims alleging (1) negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, and/or violation of any other common-law duty and/or (2) violation of any federal, state, foreign or local statute or regulation, including, but not limited to, any breach notification statutes, consumer protection laws and unfair and deceptive trade practice laws, or other regulations or statutes of any of the fifty (50) states and/or the United States, and/or (c) in any forum seeking damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, or any other form of relief based on, relating to, concerning, or arising out of the theft or compromise of his or her PII or any of the

other allegations, facts, or circumstances described in the Litigation and/or the Second Amended Complaint. Notwithstanding the foregoing, the Released Claims shall not release any Claim by a Settlement Class Member to enforce this Settlement Agreement. This definition of “Released Claims” shall be accorded the broadest preclusive scope and effect permitted by law against the Settlement Class Members.

1.45. “Released Persons” means (i) Aveanna; (ii) its current and former parent companies, subsidiaries, and other affiliated entities; (iii) the legal successors, predecessors (including companies they have acquired, purchased or absorbed), assigns, and joint venturers of each and all of the entities described in clauses (i) and (ii); (iv) each and all of the respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, indemnitors, insurers, and reinsurers, past, present, and future, of the entities described in clauses (i)-(iii); and (v) all persons acting under, by through, or in concert with any of the persons and entities described in clauses (i)-(iv).

1.46. “Representative Plaintiffs” has the meaning set forth in the first paragraph of this Agreement.

1.47. “Second Amended Complaint” has the meaning set forth in ¶ 1.02.

1.48. “Security Incident” means the alleged July 2019 cybersecurity incident that is the subject of the Litigation and the Second Amended Complaint.

1.49. “Settlement Administrator” means KCC Class Action Services, LLC (“KCC”), as agreed by the Parties, which is experienced in formulating and effectuating notice programs and

administering class action claims, generally and specifically those of the type provided for and made in data breach litigation.

1.50. “Settlement Agreement” has the meaning set forth in the first paragraph of this Agreement.

1.51. “Settlement Benefits” mean the amounts potentially recoverable and the protection potentially receivable by a Settlement Class Member under ¶¶ 2.1.1, 2.1.2, and 2.1.4 of this Settlement Agreement.

1.52. “Settlement Claim” means a claim or request by means of a Claim Form for any of the Settlement Benefits.

1.53. “Settlement Class” means all Class Members except: (i) those who timely and validly request exclusion from the Settlement Class pursuant to ¶ 5; and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity or occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

1.54. “Settlement Class Member” means any, and “Settlement Class Members” mean all, person(s) who fall within the definition of the Settlement Class.

1.55. “Time Losses” has the meaning in ¶ 2.1.2.

1.56. “Unknown Claim” means any Released Claim that any Settlement Class Member, including any of the Representative Plaintiffs, does not know or suspect to exist in his/her favor as of the date this Agreement, with respect to the Representative Plaintiffs, or as of the Opt-Out Deadline, with respect to all other Settlement Class Members, that, if known by him or her, might have affected his or her settlement with and release of the Released Persons, or might have affected

his or her decision not to object to this Settlement Agreement and/or to participate in the Settlement Class.

1.57. “Valid Claim Form” means a Claim Form submitted by a Settlement Class Member that includes an Approved Claim.

2. SETTLEMENT CLAIMS AND OTHER SETTLEMENT CONSIDERATION.

2.1. Eligibility for and Requirements for Obtaining Settlement Benefits.

2.1.1. Each Settlement Class Member shall be eligible to receive reimbursement of documented out-of-pocket losses incurred by him or her as a result of the Security Incident (“Out-of-Pocket Losses”), subject to the Reimbursement Cap. Amounts that are eligible to be reimbursed as Out-of-Pocket Losses include, without limitation, losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after Aveanna’s mailing of the notice of the Security Incident to the Class Members, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, provided in the case of each of the foregoing items or any other claimed Out-Of-Pocket Losses that the amount in question must represent an amount that was actually paid out of pocket to a third party by, and that has not otherwise been reimbursed to, the Settlement Class Member in question.

2.1.2. Each Settlement Class Member shall also be eligible to obtain reimbursement for his or her time actually spent remedying issues related to the Security Incident, (“Time Losses”), subject to the Reimbursement Cap, as described and to the extent provided below:

(a) Attested Time. Settlement Class Members may self-certify the amount of time they actually spent remedying issues related to the Security Incident (“Attested Time”) and, upon submission of a valid self-certification supporting the foregoing, shall be eligible for an amount of \$25 per hour of Attested Time for up to five (5) hours of such Attested Time (for a total of up to \$125).

(b) Documented Time. Settlement Class Members who can separately document their claimed Time Losses may submit documentation of the amount of time they actually spent remedying issues related to the Security Incident (“Documented Time”) and, upon submission of valid documentation supporting the foregoing, shall be eligible for an amount of \$25 per hour of Documented Time for up to five (5) hours of such Documented Time (for a total of up to \$125).

(c) Any Settlement Class Member making a claim for both Attested Time and Documented Time shall not be entitled to reimbursement for more than ten (10) hours of Time Losses under both ¶ 2.1.2(a) and ¶ 2.1.2(b).

2.1.3. No Settlement Class Member’s aggregate reimbursement for Out-Of-Pocket Losses under ¶ 2.1.1 together with any reimbursement for Time Losses under ¶ 2.1.2(a) and/or ¶ 2.1.2(b) may exceed \$10,000 (the “Reimbursement Cap”).

2.1.4. Each Settlement Class Member shall be eligible to enroll without charge to the Settlement Class Member in an identity theft protection service that meets the requirements specified in ¶ 2.1.4(a) (the “Identity Theft Protection Service”).

(a) The Identity Theft Protection Service shall provide protection from identity theft upon enrollment for 60 months, including (i) real-time monitoring of the Settlement Class Member’s credit file at the three major credit reporting agencies Equifax, Experian, and

TransUnion; (ii) access to a U.S.-based call center with agents who can assist with addressing issues relating to identity theft, fraud, and identity restoration; (iii) online “black market” and dark web monitoring that monitors the Internet to see if a user’s PII is detected on black market websites or underground forums and alerts users as necessary; (iv) comprehensive public record monitoring that alerts users to certain changes, including names and aliases, addresses, license and registrations, and criminal and civil court records—all of which may be early indicators of identity theft; (v) credit restoration services; and (vi) identity theft insurance with no deductible.

(b) The provider of the Identity Theft Protection Service will also provide to all Settlement Class Members (regardless of whether they make a Settlement Claim under the Settlement) access to a U.S.-based call center providing fraud resolution services relating to identity theft, medical identity theft, fraud, and identity restoration throughout the five-year period beginning on the last day for enrollment in the Identity Theft Protection Service by Settlement Class Members.

2.1.5. Settlement Class Members seeking any of the Settlement Benefits must complete and submit to the Settlement Administrator a written Claim Form, postmarked (or submitted electronically in accordance with the requirements for electronic submission of a Claim Form) on or before the Claims Deadline, making a Settlement Claim.

(a) Claim Forms submitted after the Claims Deadline will not be timely and Settlement Claims made by means of untimely Claim Forms will not qualify for approval as set forth in ¶¶ 2.1–2.2 and will be rejected. The Claims Deadline shall be set by the Court in the Preliminary Approval Order. The Parties shall propose a Claims Deadline that is the 90th day after the Notice Deadline.

(b) The Claim Form with respect to any Settlement Claim must be verified by the Settlement Class Member with a statement that his or her Settlement Claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization of the Claim Form shall not be required. The Claim Form may be completed electronically in accordance with the requirements for electronic submission of a Claim Form. Documentation, where required to qualify for a Settlement Benefit, may be submitted in hard copy or electronically in accordance with procedures for electronic Claim Form submission and failure to provide such supporting documentation as requested on the Claim Form shall result in denial of the Settlement Claim in question to the extent it claims such Settlement Benefit.

(c) Without limitation as to any other requirement, condition, or procedure under this Agreement:

- (i) For any Settlement Claim that claims Out-of-Pocket Losses under ¶ 2.1.1, the Settlement Class Member must submit with the Claim Form reasonable documentation to support that the Out-of-Pocket Losses claimed were incurred as a result of the Security Incident and fall in one or more of the categories enumerated in ¶ 2.1.1 and represents an amount that was actually paid out of pocket to a third party by, and that has not otherwise been reimbursed to, the Settlement Class Member in question. This may include receipts or other documentation not “self-prepared” by the Settlement Class Member in question documenting that the costs in question satisfy the foregoing requirements. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted third-party documentation.
- (ii) For any Settlement Claim that claims reimbursement for Attested Time under ¶ 2.1.2(a), the Settlement Class Member must represent, on the Claim Form, that the time spent was incurred remedying issues related to the Security Incident.
- (iii) For any Settlement Claim that claims reimbursement for Documented Time under ¶ 2.1.2(b), the Settlement Class

Member must represent, on the Claim Form, that the time spent was incurred remedying issues related to the Security Incident, and the documentation required to be submitted to support such Settlement Claim shall be submitted with the Claim Form and shall include, but is not limited to, the following documents to the extent reasonably related to the claimed time spent: phone records, email records, correspondence with financial institutions, police departments or governmental agencies, and documents evidencing fraud.

- (iv) For any Settlement Claim that claims any Settlement Benefits, the person submitting the Claim Form must be a Settlement Class Member as determined by the Settlement Administrator based on the information provided in the relevant Claim Form.

2.2. Claims Process. A Settlement Claim as to a Settlement Benefit shall be deemed an Approved Claim, and a Claim Form shall be deemed a Valid Claim Form, only if and only to the extent both the Settlement Claim and Claim Form in question meet all requirements of ¶ 2.1 that are applicable to such Settlement Claim as to such Settlement Benefit and such Claim Form. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether and if so to what extent a Settlement Claim is to be deemed an Approved Claim and a Claim Form is to be deemed a Valid Claim Form under the preceding sentence of this ¶ 2.2.

2.2.1. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation or information to determine whether and if so to what extent the Settlement Claim included in such Claim Form should be deemed an Approved Claim or a Claim Form that is determined not to be a Valid Claim Form by the Settlement Administrator, the Settlement Administrator shall notify the Settlement Class Member in question and shall request additional information (“Claim Supplementation”) and give the Settlement Class Member in question thirty (30) days to provide the requested Claim Supplementation before rejecting the claim. Requests for Claim Supplementation shall be made

within thirty (30) days after the Claims Deadline. In the event of unusual circumstances interfering with compliance during the 30-day period, the Settlement Class Member in question may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than one hundred eighty (180) days from the Effective Date. If, after receipt of any requested Claim Supplementation, the Settlement Administrator determines, in its sole discretion to be reasonably exercised, that the Settlement Claim and Claim Form in question do not meet all requirements of ¶ 2.1, then the Claim Form will be deemed invalid and the Settlement Claim shall not be deemed an Approved Claim. If the requested Claim Supplementation is not timely provided, then the Claim Form will be deemed invalid and the Settlement Claim shall not be deemed an Approved Claim.

2.2.2. Prior to determining that any Settlement Claim is or is not to be deemed an Approved Claim and any Claim Form is or is not to be deemed a Valid Claim Form under ¶ 2.2.1, the Settlement Administrator shall offer Aveanna and Class Counsel an opportunity to review and comment on any or all Settlement Claims and Claim Forms and provide Aveanna and Class Counsel the opportunity to provide such relevant information to the Settlement Administrator as Aveanna or Class Counsel may wish to provide. The Settlement Administrator shall consider such information provided by Aveanna or Class Counsel prior to making a final determination as to whether any Settlement Claim is or is not to be deemed an Approved Claim and any Claim Form is or is not to be deemed a Valid Claim Form under ¶ 2.2.1. The Parties in any event agree that no determination that any Settlement Claim is to be deemed an Approved Claim or any Claim Form is to be deemed a Valid Claim Form shall be deemed to constitute a finding against or in favor of

any Party, or an admission or waiver by any Party, as to any matter of fact, law, or evidence having any collateral effect on any claim in the Litigation or in any other proceeding before any other forum or authority, and the Parties further agree that no such determination that any Settlement Claim is to be deemed an Approved Claim or any Claim Form is to be deemed a Valid Claim Form shall be submitted to, or shall be admissible in any other proceeding before, any other forum or authority.

2.2.3. The Settlement Administrator shall determine whether and if so to what extent each Settlement Claim shall be deemed an Approved Claim. The Settlement Administrator shall complete the process of making all the determinations required by the preceding sentence within thirty (30) days following expiration of the Claims Deadline and all deadlines applicable to all requests for Claim Supplementation. The date on which the Settlement Administrator completes the process described in the preceding sentence shall be the “Determination Date” and the deadline for completing such process imposed by the preceding sentence shall be the “Determination Date Deadline.”

2.2.4. The Settlement Administrator shall provide periodic updates to Class Counsel and Aveanna regarding Claim Form submissions (beginning within thirty (30) days after the commencement of the Notice Program and continuing on a monthly basis thereafter through the Claims Deadline) and regarding the determinations being made by the Settlement Administrator pursuant to the first sentence of ¶ 2.2.3. Within fifteen (15) days after the Determination Date Deadline, the Settlement Administrator shall determine, and shall deliver a detailed report (the “Calculation Report”) to the Parties setting out the Settlement Administrator’s determinations of, the following:

- (a) for those Approved Claims as to which the Settlement Class Member in question is entitled to Out-Of-Pocket Losses reimbursement under ¶ 2.1.1, in each case after giving effect to the extent necessary to the Aggregate Cap,
 - (i) the amount of such reimbursement under ¶ 2.1.1 to be made on each such Approved Claim, and
 - (ii) the aggregate amount of such reimbursement fundable by Aveanna for Out-of-Pocket Losses payments to be made on such Approved Claims;
- (b) for those Approved Claims as to which the Settlement Class Member in question is entitled to Time Losses reimbursement under ¶ 2.1.2(a) and/or ¶ 2.1.2(b), in each case after giving effect to the extent necessary to the Aggregate Cap,
 - (i) the amount of such compensation for time spent under ¶ 2.1.2(a) and/or ¶ 2.1.2(b) to be made on each such Approved Claim, and
 - (ii) the aggregate amount of such compensation fundable by Aveanna for Time Losses payments to be made on such Approved Claims;
- (c) for those Approved Claims as to which the Settlement Class Member in question is entitled to enroll in the Identity Theft Protection Service under ¶ 2.1.4, in each case after giving effect to the extent necessary to the Aggregate Cap,
 - (i) the number of months of the Identity Theft Protection Service to which each such Settlement Class Member is entitled, and
 - (ii) the aggregate amount fundable by Aveanna for the Identity Theft Protection Service; and
- (d) the total of the aggregate amounts fundable by Aveanna under this ¶ 2.2.4 (the “Aveanna Payment”).

2.2.5. Upon issuance of the Calculation Report by the Settlement Administrator, Aveanna and Class Counsel, if there is any challenge to such calculation of the Aveanna Payment, the Settling Parties shall meet and confer within fourteen (14) days of the report issuing and shall make every good faith effort to resolve any such challenge. If after meeting and conferring the challenge still cannot be resolved, the Settlement Administrator, Aveanna, and Class Counsel shall have an additional fourteen (14) days (i.e. 28 days from the issuance date of the Calculation Report) to challenge such calculation of the Aveanna Payment by filing an appropriate motion with the Court, absent which the amount of the Aveanna Payment shall be deemed final. In the event that a motion challenging the calculation is so filed with the Court, the amount of the Aveanna Payment shall not be deemed final and distribution of Settlement Benefits hereunder shall be suspended (unless expressly otherwise agreed by the Parties) until final judicial resolution of the challenge (including any appeals).

2.2.6. Aggregate Cap. Aveanna shall fund payment of all Approved Claims for Out-Of-Pocket Losses reimbursement under ¶ 2.1.1 and for Time Losses reimbursement under ¶ 2.1.2(a) and/or ¶ 2.1.2(b) and payment for the cost of all Approved Claims for the Identity Theft Protection Service under ¶ 2.1.4, provided however that Aveanna's total liability for funding such payments shall in no event exceed \$800,000 (the "Aggregate Cap"). In the event the sum of the aggregate amount fundable for payment of Approved Claims for Out-Of-Pocket Losses reimbursement under ¶ 2.1.1 and for Time Losses reimbursement under ¶ 2.1.2(a) and/or ¶ 2.1.2(b), plus the aggregate amount fundable for payment for the cost of all Approved Claims for the Identity Theft Protection Service under ¶ 2.1.4, would but for the Aggregate Cap equal an amount that exceeds the Aggregate Cap, the amount of each Approved Claim for Out-Of-Pocket Losses reimbursement under ¶ 2.1.1 and for Time Loss reimbursement under ¶ 2.1.2(a) and/or

¶ 2.1.2(b), and the number of months of the Identity Theft Protection Service to be provided as to each Approved Claim for the Identity Theft Protection Service under ¶ 2.1.4, shall be reduced so as to achieve pro rata reductions in the amounts that would but for the Aggregate Cap be fundable under each of ¶¶ 2.1.1, 2.1.2, and 2.1.4, which pro rata reductions shall result in the Aveanna Payment equaling and in no event exceeding the Aggregate Cap.¹

2.3. Settlement Expenses. All Costs of Settlement Administration shall be paid to the Settlement Administrator and borne alone by Aveanna and payment of the Costs of Settlement Administration will be in addition to the Aveanna Payment.

2.4. Business Practice Changes. Within thirty (30) days of the Effective Date, Aveanna shall provide Class Counsel with detailed information on all security enhancements undertaken since August 24, 2019 to date, including the amount expended on these security enhancements, which information shall be designated as Confidential pursuant to the Stipulated Protective Order dated October 18, 2021 (Dkt. No. 57) and which information may only be filed with the Court under seal. Aveanna shall conduct a third-party security risk assessment in the calendar year after the year in which the Effective Date occurs and shall enact (at its expense) reasonable and appropriate security enhancements identified as part of that third-party security risk assessment. Nothing in or about the provisions of this ¶ 2.4 shall create any rights, contractual or otherwise, to any present or future remedy, including injunctive, declaratory, or equitable, requiring Aveanna to make or maintain any particular processes or procedures in the future.

¹ By way of illustration and example, if but for the Aggregate Cap the amounts that would be fundable under each of ¶¶ 2.1.1, 2.1.2, and 2.1.4 would, respectively, be \$600,000, \$450,000, and \$150,000, the amount of each Approved Claim for Out-Of-Pocket Losses reimbursement under ¶ 2.1.1 and for Time Loss reimbursement under ¶ 2.1.2(a) or ¶ 2.1.2(b), and the number of months of the Identity Theft Protection Service to be provided as to each Approved Claim for the Identity Theft Protection Service, shall be reduced so that the amounts fundable under each of ¶¶ 2.1.1, 2.1.2, and 2.1.4 are reduced, respectively, be \$400,000, \$300,000, and \$100,000.

3. PRELIMINARY APPROVAL AND FINAL APPROVAL

3.1. As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a motion for preliminary approval of the Settlement Agreement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit E requesting, *inter alia*:

- (a) certification of the Class for settlement purposes only;
- (b) preliminary approval of the Settlement Agreement;
- (c) appointment of David K. Lietz and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel;
- (d) appointment of the Representative Plaintiffs as Class representatives;
- (e) approval of the Notice Program, including the Publication Plan set forth in the Declaration of Christie K. Reed attached hereto as Exhibit F;
- (f) approval of a publication notice form (“Publication Notice”) attached hereto as Exhibit B and long form notice (“Long Notice”) attached hereto as Exhibit C, which together are intended to include a fair summary of the Parties’ respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making Settlement Claims to the extent contemplated herein, and the date, time, and place of the final approval hearing;
- (g) approval of the Opt-Out Procedures set forth in ¶ 5 of this Agreement and the Objection Procedures set forth in ¶ 6 of this Agreement;
- (h) appointment of the Settlement Administrator; and
- (i) approval of a Claim Form attached hereto as Exhibit A.

3.2. The proposed Judgment that shall be filed with the motion for final approval shall be in a form as set forth in Exhibit D. Such proposed Judgment shall, *inter alia*:

- (a) Determine that the Settlement Agreement is fair, adequate, and reasonable;
- (b) Finally certify the Settlement Class for settlement purposes only;
- (c) Determine that the Notice Program satisfies due process requirements;
- (d) Dismiss all claims in the Second Amended Complaint with prejudice;
- (e) Bar and enjoin the Settlement Class Members from asserting any of the Released Claims; and
- (f) Release and forever discharge Aveanna and the other Released Persons from the Released Claims.

4. NOTICE PROGRAM.

4.1. Upon entry of the Preliminary Approval Order, the Settlement Administrator shall as provided below and in the Preliminary Approval Order cause notice of the Settlement Agreement to be disseminated to the Class pursuant to the Preliminary Approval Order and ¶¶ 4.1 through 4.6 of this Settlement Agreement (the “Notice Program”). The Notice Program is intended to comply with all applicable laws, including but not limited to the Due Process Clause of the United States Constitution and FED. R. CIV. P. 23, with respect to the dissemination of notice of the Settlement Agreement to the Class. The costs of the Notice Program shall be Costs of Settlement Administration.

4.2. Notice of the Settlement Agreement shall, as provided below, be provided to Class Members via the Publication Notice, via notice on a dedicated settlement website, and by means of the Direct Notice.

4.2.1. Within forty-five (45) days after entry of the Preliminary Approval Order, the Publication Notice shall be published to Class Members in accordance with the Publication Plan.

4.2.2. In order to ensure that the settlement website is “live” at the time the Publication Notice commences, within forty (40) days after entry of the Preliminary Approval Order, Aveanna shall make the settlement website to be established by the Settlement Administrator pursuant to ¶ 4.2.4 accessible through posting a “Settlement Notice” link on www.aveanna.com. Such link shall be so posted, and such settlement website shall remain so accessible, for the entire Claims Period.

4.2.3. Within forty-five (45) days after entry of the Preliminary Approval Order, the Direct Notice shall be mailed by the Settlement Administrator to those Class Members for whom Aveanna has mailing address information in its possession, which Aveanna shall provide to the Settlement Administrator. The “Direct Notice” shall consist of the Long Notice and the Claim Form. For any Direct Notices that are returned as undeliverable with forwarding address information, the Settlement Administrator shall re-mail the Direct Notice to the updated address as indicated. For any Direct Notices that are returned as undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of Address Database) and re-mail the Direct Notice to the extent updated mailing addresses are identified. The

Settlement Administrator need only make one attempt to re-mail any Direct Notices that are returned as undeliverable.

4.2.4. Within forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a dedicated settlement website and shall maintain and update the website throughout the Claims Period. Such website shall include links to the Publication Notice, the Long Notice, the Claim Form, and this Settlement Agreement. A toll-free help line shall be made available by the Settlement Administrator to enable the Settlement Administrator to address Class Members' inquiries regarding the settlement contemplated by the Settlement Agreement. The Settlement Administrator also will upon request provide Class Members with copies of the Publication Notice, the Long Notice, the Claim Form, and/or this Settlement Agreement.

4.3. The Notice Program shall be subject to approval by the Court as meeting constitutional due process requirements.

4.4. The Long Notice, the Publication Notice, and the Claim Form may be adjusted by the Settlement Administrator, in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent the Court's approval of these items in the Preliminary Approval Order.

4.5. Prior to the final approval hearing, Class Counsel and Aveanna's Counsel shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator establishing compliance with the Court-approved Notice Program.

5. OPT-OUT PROCEDURES.

5.1. Each Class Member wishing to opt out of the Settlement Class shall individually sign and timely submit written notice of such intent to the Post Office box designated in the Long

Notice and the Publication Notice. A written opt-out notice must clearly manifest a person's intent to be excluded from the Settlement Class.

5.1.1. A written opt-out notice must include the individual's name and address; a statement that he or she wants to be excluded from the Settlement Class; and the individual's signature.

5.1.2. To be effective, a written opt-out notice must be postmarked no later than sixty (60) days from the Notice Deadline (the "Opt-Out Deadline").

5.1.3. No later than fourteen (14) days prior to the final approval hearing, the Settlement Administrator shall provide the Parties with: (a) copies of all completed opt-out notifications, and (b) a final list of all who have timely and validly excluded themselves from the Settlement Class (the "Opt-Out Members"). No later than ten (10) days prior to the final approval hearing, Class Counsel shall file this list of Opt-Out Members with the Court for purposes of being attached to the Judgment.

5.2. The Opt-Out Members shall not be eligible to receive any Settlement Benefits under, and shall not be bound by the terms of, this Settlement Agreement or the Judgment. The Opt-Out Members shall also waive and forfeit any and all rights they may have to appear separately regarding and/or to object to the Settlement Agreement. All Class Members other than the Opt-Out Members shall be bound by the terms of this Settlement Agreement and the Judgment.

6. OBJECTION PROCEDURES.

6.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof or sufficient information to show that the objector is a member of the Settlement Class; (iii) a written statement of all grounds for the

objection, accompanied by any legal, factual, and evidentiary support for the objection the objector believes applicable; (iv) the identity of all counsel representing the objector (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection; (v) the identity of all counsel representing the objector who will appear at the final approval hearing; (vi) a list of all persons who will be called to testify at the final approval hearing in support of the objection; (vii) a statement confirming whether the objector intends to personally appear and/or testify at the final approval hearing; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

6.1.1. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, as follows:

(a) For an objection to the Settlement Agreement or any Award Request, not later than sixty (60) days after the Notice Deadline (the "Objection Deadline").

(b) In each case the objection must be served concurrently therewith upon Class Counsel David Lietz, Milberg Coleman Bryson Phillips Grossman, PLLC, 5335 Wisconsin Avenue NW, Suite 440, Washington, DC 20015, dlietz@milberg.com; and Aveanna's Counsel, Douglas H. Meal, Orrick, Herrington & Sutcliffe LLP, 222 Berkeley St., Suite 2000, Boston, MA 02116, dmeal@orrick.com.

6.1.2. The Parties may request leave from the Court to depose any objector in his or her district of residence prior to the final approval hearing as to the basis and circumstances of his or her objection, and to assess the objector's standing. In consideration of the compressed time frame in which Aveanna and Class Counsel would need to depose any objector, any motion for leave to depose an objector shall be emailed to the courtroom deputy contemporaneous with the

filing of the motion for leave. The Court will consider the request for leave to oppose any objector on an expedited basis.

6.2. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting in ¶ 6.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement, the Judgment, and all other proceedings and orders in connection with the Settlement Agreement. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 6.1. Without limiting the foregoing, any challenge to the Settlement Agreement or the Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

7. PLAINTIFFS' RELEASE.

7.1. The Parties agree that, upon the Effective Date, each Settlement Class Member, including each Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, completely, fully, finally, irrevocably, and forever released, relinquished, and discharged all Released Persons from the Released Claims, and further may not then or thereafter institute, maintain, or assert against any of the Released Persons, either directly, indirectly, on their own behalf, or on behalf of any class or other person or entity, any action, regulatory action, arbitration, or court or other proceeding of any kind asserting causes of action, claims, damages, equitable, legal and administrative relief, interest, demands, rights, or remedies against the Released Persons (including, without limitation, claims for injunctive relief, declaratory relief, damages, mental anguish, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, disgorgement, or equitable relief against the Released Persons), whether based on federal, state, or local law, statute, ordinance, regulation, the

Constitution, contract, common law, or any other source, that relate to any of the Released Claims, and the Settlement Class Members by operation of the Judgment shall be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum in which any of the Released Claims is asserted.

7.2. With respect to any and all Released Claims, including any Unknown Claims, the Parties stipulate and agree that upon the Effective Date, the Representative Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542 to the extent applicable, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11) that is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties further stipulate and agree that the Settlement Class Members, including the Representative Plaintiffs, and any of them, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the

Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

8. PROPOSED CLASS COUNSEL’S ATTORNEYS’ FEES, COSTS, AND EXPENSES; AND SERVICE AWARD TO REPRESENTATIVE PLAINTIFFS.

8.1. The Parties did not negotiate the payment of the Representative Plaintiffs’ attorneys’ fees, costs, expenses and/or service awards, as provided for in ¶¶ 8.2 and 8.3, until after the substantive material terms of the settlement had been agreed upon, other than that Aveanna would discuss and negotiate a maximum amount of Class Counsel’s reasonable attorneys’ fees, costs, and/or expenses, and an incentive service award to Representative Plaintiffs, to be separately paid by Aveanna in the event and to the extent the Court, upon request by Class Counsel (an “Award Request”), awards any such attorneys’ fees, costs, and/or expenses, and/or any such incentive service award(s) (an “Award”). Aveanna and Class Counsel then negotiated and agreed as follows:

8.2. Class Counsel will make an Award Request seeking, and Aveanna has agreed to pay (subject to Court approval of such Award Request) and has agreed not to object to Class Counsel’s Award Request for, an Award of reasonable attorneys’ fees and costs and expenses related to the Litigation or this Settlement Agreement up to the aggregate amount of \$357,500. Class Counsel agree to waive and hereby forgo seeking attorneys’ fees and costs and expenses related to the Litigation or this Settlement Agreement except as provided for in the preceding sentence. This Award Request shall be made thirty (30) days prior to the Opt-Out Deadline and Objection Deadline.

8.3. Class Counsel will make an Award Request seeking an Award of incentive service award for Representative Plaintiffs in the amount of \$2,500 per person, if and only if the holding in *Johnson v. NPAS Solutions, LLC*, No. 18-12344 (11th Cir. Sept. 17, 2020) is reversed prior to

the final approval hearing. Aveanna agrees not to object to this Award Request and to pay any Award to Representative Plaintiffs as a service award up to and including \$2,500 per person.

8.4. As to any Award, Aveanna shall, within thirty (30) business days after the later of either the Effective Date or the date on which the Award became final and non-appealable, pay any portion of the Award for which Aveanna is liable as set forth above in ¶¶ 8.2 and 8.3 to an account established by Class Counsel. Class Counsel shall thereafter distribute any such amount paid by Aveanna among Class Counsel and the Representative Plaintiffs in accordance with the Court's ruling in making the Award and ¶¶ 8.2 and 8.3 above. The finality or effectiveness of the Settlement Agreement shall not depend upon the Court making any Award. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning any Award or any Award Request shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Settlement Agreement, as long as the amount(s) in question do not exceed the maximum amounts specified in ¶¶ 8.2 and 8.3.

9. ADMINISTRATION OF CLAIMS.

9.1. The Settlement Administrator shall administer the process of reviewing and determining the validity of the Claim Forms and Settlement Claims submitted by Settlement Class Members and give reports as to such administration to Class Counsel and Aveanna. Class Counsel and Aveanna have the right to review and obtain supporting documentation and request corrections of any of those reports (including, without limitation, the Calculation Report) if they believe them to be incorrect, inaccurate, or inadequate.

9.2. Payment of the Aveanna Payment to the Settlement Administrator shall be made by check and shall be mailed and postmarked within thirty (30) days after the Effective Date or thirty (30) days after the amount of the Aveanna Payment becomes final pursuant to ¶ 2.2.5, whichever is latest. Payments of Approved Claims for amounts recoverable under ¶ 2.1.1 and

¶ 2.1.2 shall be distributed by mail or email to the Settlement Class Members entitled to such payments within sixty (60) days after the Settlement Administrator's receipt of the Aveanna Payment. Enrollment codes on Approved Claims for the Identity Theft Protection Service under ¶ 2.1.4 shall similarly be distributed by mail or email to the Settlement Class Members entitled to such enrollment codes within sixty (60) days after the Settlement Administrator's receipt of the Aveanna Payment.

9.3. All Settlement Class Members whose Settlement Claims are not deemed to be an Approved Claim by the Settlement Administrator pursuant to ¶ 2.2 or who fail to timely submit a Settlement Claim for any Settlement Benefits hereunder within the time frames set forth herein shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the Judgment, and the releases contained herein and therein.

9.4. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, Aveanna's Counsel, and/or the Representative Plaintiffs based on distributions of Settlement Benefits to Settlement Class Members.

10. CONDITIONS OF SETTLEMENT, CANCELLATION, OR TERMINATION.

10.1. The Effective Date shall be the date on which each of the following events has occurred:

(a) the Court has entered the Preliminary Approval Order with notice of a final approval hearing, as required by ¶ 3.1;

(b) no petition seeking interlocutory appeal of the Preliminary Approval Order under Federal Rule of Civil Procedure 23(f) has been filed and granted, or, if any such petition has been filed and granted, the Preliminary Approval Order has been upheld;

(c) the Court has entered the Judgment granting final approval to the Settlement Agreement (among other things) as set forth herein; and

(d) Either (i) forty-five (45) days have passed after entry of the Judgment (i.e., the Judgment is entered as a final judgment) and no appeal is taken after the Judgment's entry and no motion or other pleading has been filed with the Court (or with any other court) seeking to set aside, enjoin, obtain reconsideration of, or in any way alter the Judgment or to toll or extend the time for appeal of the Judgment; or (ii) all appeals, requests for reconsideration or rehearing, or other forms of review and potential review of the Judgment are exhausted, and the Judgment is upheld.

10.2. If the Effective Date does not occur on or before October 1, 2025, the Settlement Agreement shall be deemed terminated and/or canceled unless Class Counsel and Aveanna's Counsel mutually agree in writing to set a later deadline for the occurrence of the Effective Date.

10.3. The Parties agree, for purposes of this settlement only, to the certification of the Class and the Settlement Class. If the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated and/or cancelled in accordance with its terms (including without limitation in accordance with ¶ 10.2 or ¶ 10.4), then (a) the Parties shall be restored to their respective positions in the Litigation as if the Agreement had never been entered into (and without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue), and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. The Parties'

agreement herein to the certification of the Class and the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Aveanna shall be obligated to pay amounts already billed or incurred for Costs of Settlement Administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10.4. The Settlement Agreement may be terminated and/or cancelled by any of the Parties if (i) the Court rejects, materially modifies, materially amends or changes, or declines to preliminarily approve or finally approve the Settlement Agreement; (ii) an appellate court reverses the Preliminary Approval Order and/or Judgment, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand; or (iii) the Court or any reviewing appellate court incorporates material terms or provisions into, or deletes or strikes material terms or provisions from, or materially modifies, amends, or changes the proposed Preliminary Approval Order, the Preliminary Approval Order, the proposed Judgment, the Judgment, or the Settlement Agreement.

10.5. Notwithstanding any provision of this Settlement Agreement to the contrary, including but not limited to ¶ 10.4, and for the avoidance of any doubt, the finality or effectiveness of the Settlement Agreement shall not depend upon the Court's entering any particular Award. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Award shall affect whether the Judgment is final or constitute grounds for cancellation and/or termination of this Settlement Agreement, as long as such amount(s) do not exceed the maximum amounts specified in ¶¶ 8.2 and 8.3.

10.6. As separately agreed to by the Parties, Aveanna shall have the sole discretion to terminate the Settlement Agreement if a certain number of Class Members become Opt-Out Members. Aveanna shall, if requested, submit such separate agreement to the Court for *in camera* review.

11. MISCELLANEOUS PROVISIONS.

11.1. The Parties, their successors and assigns, and their attorneys (i) acknowledge that it is their intent to consummate this Settlement Agreement; (ii) agree to use reasonable efforts to cooperate with one another in seeking Court approval of this Settlement Agreement; (iii) agree to cooperate in the Claims Administration process and implementation of the Settlement Agreement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration and implementation of the Settlement Agreement; and (iv) agree to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2. Each of the Representative Plaintiffs and Class Counsel agrees that he, she, or they will not disparage Aveanna or any of the other Released Persons in any manner potentially harmful to them or their business, business reputation, or personal reputation. This agreement not to disparage includes, but is not limited to, publishing disparaging statements (whether anonymously or for ascription) on the web, in blogs, in chat rooms, in emails, or in any other electronic means of transmitting information. Notwithstanding the above, it is expressly agreed that nothing herein restricts Class Counsel from meeting any ethical obligation in communicating with Class Members or Settlement Class Members who contact Class Counsel.

11.3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation or the Security Incident. If this

Agreement does not become effective or is cancelled, withdrawn, or terminated for any reason, it shall be deemed a negotiation for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever in the Litigation or any proceedings between the Parties or in any other action related to the Released Claims or otherwise involving the Parties or any Released Persons. The Settlement Agreement compromises Claims that are contested and shall not be deemed an admission by any of the Parties as to the merits of any claim or defense. The Parties each agree that the Settlement Agreement was negotiated in good faith by the Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. Nothing in this Agreement may constitute, may be construed as, or may be used as an admission by Aveanna of any fault, wrongdoing, or liability whatsoever or that class certification is appropriate. Aveanna continues to affirmatively deny all liability and all of the Claims, contentions, Released Claims, and each and every allegation made by the Representative Plaintiffs in the Litigation.

11.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. The Parties agree that nonmaterial amendments or modifications to this Agreement may be made in writing after entry of the Preliminary Approval Order without the need to seek the Court's approval. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Agreement or the Preliminary Approval Order.

11.5. If the Court indicates, prior to entry of the Preliminary Approval Order or the Judgment, that the Settlement Agreement will not be approved unless certain changes are made, the Parties will attempt in good faith to reach an agreement as to any such changes prior to withdrawing from this Agreement. However, if no such agreement can be reached within thirty (30) days after the Court indicates that the Settlement Agreement will not be approved unless certain changes are made, then the Representative Plaintiffs or Aveanna may terminate and withdraw from this Agreement. If this Agreement is terminated under such circumstances, the Representative Plaintiffs and Aveanna shall be deemed to be in the same position as existed prior to its execution, with the same *status quo ante* rights and interests as they may have had absent the entry by Aveanna and the Representative Plaintiffs into this Agreement and any and all other understandings and agreements between the Parties and their respective counsel relating to the Settlement Agreement shall be deemed to be null and void and of no force and effect.

11.6. The Settlement Agreement, together with the exhibits attached hereto, constitute the entire agreement among the Parties hereto with respect to the matters discussed herein and supersede all prior or contemporaneous oral or written understandings, negotiations, agreements, statements, or promises. In executing this Agreement, the Parties acknowledge that they have not relied upon any oral or written representations, warranties, understandings, negotiations, agreements, statements, promises, or inducements concerning the Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in this Agreement. The Parties also acknowledge and agree that each has been represented by its own counsel with respect to the negotiating and drafting of this Settlement Agreement. Except as otherwise provided herein, each Party shall bear its own costs. This Agreement supersedes all previous agreements made by the Parties. All exhibits to this Agreement as set forth herein are integrated herein and are

to be considered terms of this Agreement as if fully set forth herein. To the extent that there are any inconsistencies between the Settlement Agreement and its exhibits, the terms of the Settlement Agreement control.

11.7. Class Counsel, on behalf of the Class, are expressly authorized by Representative Plaintiffs to take all appropriate actions required or permitted to be taken by the Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Class.

11.8. Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto hereby warrants that (s)he has the authority to execute this Agreement and thereby bind the respective Party. The Representative Plaintiffs each warrant and represent that (s)he is the sole and lawful owner of all rights, title, and interest in and to all of his or her Released Claims and that (s)he has not heretofore voluntarily, by operation of law or otherwise, sold, assigned, or transferred or purported to sell, assign, or transfer to any other person or entity any of his or her Released Claims or any part or portion thereof.

11.9. Any failure by any Party to insist upon the strict performance by any other Party of any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Agreement.

11.10. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

11.11. The Settlement Agreement shall be binding upon, and inure to the benefit of, the respective current and future heirs, legal representatives, executors, administrators, successors, and assigns of the Parties hereto.

11.12. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.13. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Georgia, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Georgia without giving effect to choice-of-law principles.

11.14. The final approval hearing shall be scheduled no earlier than one hundred twenty (120) days after the notices are made in order to comply with the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715.

11.15. As used herein, “he” means “he, she, or it”; “his” means “his, hers, or its”; and “him” means “him, her, or it.”

11.16. As used herein the terms “material,” “materially,” “substantial,” and “substantially,” when used in regard to a change made or proposed to be made or an objection raised by the Court or any appellate court to any term or provision of the Settlement Agreement or any of its Exhibits as agreed to herein by the Parties, shall mean a change or objection that, if made or accepted, would to any degree either increase or decrease for any Class Member or Aveanna or any other

Released Person either the benefits or advantages of or the costs or burdens imposed by either the Settlement Agreement or any of its Exhibits as agreed to herein by the Parties.

11.17. All dollar amounts are in United States dollars.

11.18. Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive payment for any Approved Claim. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within 90 days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until one hundred twenty (120) days after the issuance to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of such Settlement Benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, Aveanna shall have no obligation to make payments to the Settlement Class Member for Out-Of-Pocket Losses reimbursement under ¶ 2.1.1 or Time Loss reimbursement under ¶ 2.1.2(a) and/or ¶ 2.1.2(b), and the portion of the Aveanna Payment paid by Aveanna to the Settlement Administrator to fund such payment to the Settlement Class Member shall be returned to Aveanna. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

11.19. Actual enrollment with Equifax for identity theft services using the enrollment code distributed to Settlement Class Members on Approved Claims for the Identity Theft Protection Service is a condition precedent to any Settlement Class Member's right to enrollment in the Identity Theft Protection Service for any Approved Claim under ¶ 2.1.4. All enrollment codes for Approved Claims for the Identity Theft Service shall be valid for ninety (90) days from the date

of distribution to the Settlement Class Member, following which, if the Settlement Class Member has failed to so enroll within this period, the Settlement Class Member's right to so enroll at no cost shall be extinguished, Aveanna shall have no obligation to the Settlement Class Member for any benefit under ¶ 2.1.4, and the portion of the Aveanna Payment paid by Aveanna to the Settlement Administrator (and/or paid to Equifax, as the case may be) to fund the cost of such enrollment by the Settlement Class Member shall be returned to Aveanna.

11.20. The Parties and their counsel agree to keep the existence and contents of this Agreement confidential until the motion for entry of the Preliminary Approval Order is filed; provided, however, that this Paragraph shall not prevent the disclosure of such information prior to the filing of such motion to (1) regulators, rating agencies, independent accountants, advisors, financial analysts, agents, existing or potential insurers or reinsurers, Representative Plaintiffs, Settlement Class Members requesting information, experts, courts, co-counsel, any existing or potential investor of or any existing or potential lender to any of the Released Persons, the Settlement Administrator and/or other service providers retained or under consideration for being retained to provide services in connection with this Agreement, and/or as otherwise may reasonably be required to effectuate the terms and conditions of this Agreement, and/or as otherwise required to comply with any applicable law or regulation, (2) any person or entity to whom the Parties agree in writing disclosure must be made to effectuate the terms of this Agreement, and/or (3) by Aveanna or any of the other Released Persons as necessary for any reasonable commercial purpose.

11.21. Any information and documentation provided to Class Counsel, the Settlement Administrator, or the Class by Aveanna, including discussions and the information exchanged in the course of negotiating this Settlement Agreement, is confidential and cannot be provided to

third parties (other than experts or consultants retained by Class Counsel in connection with the Litigation) or used for any purpose other than effectuating the terms of this Agreement absent Aveanna's prior express written consent obtained in each instance, and such information and documentation may not be publicly disclosed or used by the Representative Plaintiffs or Class Counsel in any way in the Litigation should it not settle or in any other proceeding.

11.22. Neither Class Counsel nor Aveanna's Counsel intends anything contained herein to constitute legal advice regarding the tax consequences of any amount paid hereunder nor shall it be relied upon as such.

11.23. All of the Parties agree to cooperate and to work with one another to protect any confidential materials produced in discovery in the Litigation. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement. The Parties further stipulate that any confidential information submitted, whether in the past or in the future, to any court in the Litigation will be sealed.

11.24. The Settlement Agreement may be executed by facsimile or electronic signature by any Party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Representative Plaintiffs, by and through Class Counsel, by and through their Duly Authorized Signatories: Aveanna Healthcare, LLC, by and through its Duly Authorized Signatories:

David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC

Douglas H. Meal of Orrick, Herrington & Sutcliffe LLP

Robert B. Remar of Smith, Gambrell, & Russell, LLP
