

POWELL DEFENDANTS SETTLEMENT PROOF OF CLAIM FORM

****Each individual making a claim MUST SIGN his/her own Proof of Claim form****
Sign ONLY ONE signature line below – if both lines are signed, your form will not be considered

PERSONAL INFORMATION

Name: _____
(First) (Middle) (Last)

Address: _____
(Number and Street) (Apt./Floor) (City) (State) (Zip Code)

Email address: _____

Home Phone: (____)____-____ Cell Phone: (____)____-____

Date of Birth: _____ SSN: _____-____-____

PARTICIPATION IN SETTLEMENT

SUBMISSION TO JURISDICTION OF COURT, ACKNOWLEDGMENTS AND RELEASE

1. I submit this Proof of Claim and Release under the terms of the Master Stipulation and Agreement of Settlement (the "Agreement") described in the Notice. I also submit to the jurisdiction of the United States District Court for the Middle District of Pennsylvania with respect to my claim as a member of the Settlement Classes and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Action.

2. Defined terms used herein shall have the meaning ascribed to them in the Agreement.

3. I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Releasees, defined as Robert J. Powell, Vision Holdings, LLC, the Powell Law Group, P.C., and the Related Parties (as defined below) of each of them.

4. "Released Claims" means any and all Claims of every nature, character and description against the Releasees, whether direct or brought in any other capacity, whether under federal or state law, whether known or unknown (including Unknown Claims, as defined below), whether suspected or unsuspected, whether accrued or unaccrued, concerning in any respect, directly or indirectly, the adjudication of any person as delinquent by the Luzerne County Court of Common Pleas, the referral of any person to any facility owned or operated by any of the Provider Parties, or the detention of any person in any facility owned or operated by any of the Provider Parties, and including, without limitation, all Claims that were alleged, or that could have been alleged, in the complaints in any of the Actions.

5. "Unknown Claims" means any and all Released Claims which any Plaintiff or member of the Settlement Classes does not know or suspect to exist in his or her favor at the time of the release of such claims, which if known by him or her might

have affected his or her decision(s) with respect to the Settlement.

6. "Related Parties" means (i) with respect to natural persons, their past or present agents, servants, attorneys, accountants, insurers, co-insurers and re-insurers, executors and administrators; (ii) with respect to legal entities other than natural persons, their past and present parents, subsidiaries, general partners, limited partners, directors, officers, employees, trustees, members, agents, servants, attorneys, accountants, insurers, co-insurers and re-insurers; and (iii) the predecessors, successors, heirs and assigns of all of the foregoing.

7. With respect to any and all Released Claims, Plaintiffs and the members of the Settlement Classes stipulate and agree that, upon the Effective Date, Plaintiffs shall waive, and each member of the Settlement Classes shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, the provisions, rights and benefits of section 1542 of the California Civil Code, which provides as follows:

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

Plaintiffs shall expressly waive, and each member of the Settlement Classes shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by the law of any state or territory of the United States, or principle of common law, which is similar,

Signature to PARTICIPATE: _____

comparable or equivalent to California Civil Code § 1542.

8. Plaintiffs and the members of the Settlement Classes may hereafter discover facts in addition to or different from those which they or any of them now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and the members of the Settlement Classes shall have expressly fully, finally and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

9. Plaintiffs acknowledge, and the members of the Settlement Classes shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the waivers and releases set forth in paragraphs 7 and 8 above, and the inclusion of "Unknown Claims" in the definition of Released Claims, were separately bargained for and are key elements of the Settlement.

10. This release shall be of no force or effect unless and until the Court approves the Agreement and the Agreement becomes effective on the Effective Date.

11. I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

**YOU WILL BE CONSIDERED FOR PAYMENT FROM THE CASH SETTLEMENT FUND
YOU MUST ALSO COMPLETE & SIGN THE AUTHORIZATION RELEASE FORM**

OPT-OUT RIGHT

You can elect to opt out of this Settlement and be free to legally pursue Robert J. Powell, Vision Holdings, LLC and Powell Law Group, P.C., on your own or with your own attorney, and outside of the Powell Defendants Settlement. If you opt out of the Settlement, you will not receive any payment from the Cash Settlement Fund and you will not be a member of the Settlement Classes.

Signature to OPT OUT: _____

YOU WILL NOT BE CONSIDERED FOR PAYMENT FROM THE CASH SETTLEMENT FUND

**Return completed form to: Powell Defendant Settlement Claims Committee
Caroselli Beachler, 20 Stanwix Street, 7th Floor, Pittsburgh, PA 15222**

For questions, visit www.kidswinsettlement.com