

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is entered into by, between, and among Jacqueline Ahlers, Cathy Gebhardt-Lally and Patrick Witt, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”) and Allina Health System (“Defendant” and with Plaintiffs, the “Parties”). All terms, covenants, and conditions of this Settlement as memorialized herein are subject to and expressly contingent upon final Court approval; if the Settlement is not finally approved by the Court, then this Settlement Agreement shall be of no force or effect whatsoever, and the Parties shall be returned to the same posture as if this Settlement had never been reached.

RECITALS

WHEREAS, on September 16, 2024, Plaintiff Jacqueline Ahlers filed a putative class action lawsuit (the “Complaint”) against Defendant in the United States District Court for the District of Minnesota captioned *Ahlers, et al. v. Allina Health System*, and which was assigned case number 0:24-cv-03674 (the “Action”).

WHEREAS, an amended complaint was filed on February 13, 2025, naming Cathy Gebhardt-Lally and Patrick Witt as additional plaintiffs (the “Amended Complaint”).

WHEREAS, Plaintiffs, by the Amended Complaint, assert individual and representative claims for: (i) violations of the Minnesota Health Records Act; (ii) invasion of privacy; (iii) breach of implied contract; (iv) unjust enrichment; (v) breach of fiduciary duty; (vi) breach of confidence; (vii) negligence; (viii) violations of the Electronic Communication Privacy Act (“ECPA”); and (ix) violations of the Minnesota Unfair and Deceptive Trade Practices Act (“MUDTPA”).

WHEREAS, the Action arises from Plaintiffs’ allegation that Defendant disclosed information about Plaintiffs and Class Members, including personally identifiable information (“PII”), protected health information (“PHI”), and sensitive medical information referred to herein collectively as “Private Information”), to third parties including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta (“Facebook”) and Google LLC (“Google”) via tracking pixels, cookies, and other tracking technologies (“Tracking Technologies”) installed on Defendant’s websites, applications, servers, and webpages (the “Web Properties”). Plaintiffs allege that Defendant’s implementation and usage of such Tracking Technologies resulted in the invasion of Plaintiffs’ and Class Members’ privacy and other alleged common law and statutory violations.

WHEREAS, on November 18, 2025, the Parties participated in a full-day mediation before Mr. Jerry P. Roscoe of JAMS. Although the Parties were unable to come to an agreement that day, they diligently continued their settlement negotiations. On February 4, 2026, the Parties participated in a second, full-day remote mediation before Mr. Roscoe and ultimately reached a settlement in principle through these discussions, as memorialized herein (and in the attached exhibits).

WHEREAS, Defendant denies each and every one of the allegations, contentions, and claims that have been or could have been alleged against it in the Action and all charges of wrongdoing or liability of any kind.

WHEREAS, the Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in such complex litigation, and have determined that it is desirable to effectuate a full and final settlement of the Action on the terms set forth below to avoid the associated burdens, risks, and costs of protracted litigation.

WHEREAS, based on their substantial investigation and experience in data privacy and security matters—particularly those involving the healthcare industry—Class Counsel (defined below) have determined that the terms of this Settlement Agreement are fair, reasonable, and adequate for the Settlement Class Members (defined below) and are in their best interests. Accordingly, Class Counsel have agreed to resolve the claims asserted, or that could have been asserted, in the Action arising out of or relating to Defendant’s use of Tracking Technologies on its Web Properties pursuant to the terms of this Settlement Agreement. In reaching this determination, Class Counsel considered, among other factors: (i) the significant benefits to be provided to Settlement Class Members; (ii) the uncertainty and risks inherent in continued litigation; (iii) the delays associated with litigation; and (iv) the desirability of bringing this litigation to a prompt and final resolution as set forth herein.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action that have been or could have been asserted against Defendant relating to the use of Tracking Technologies on its Web Properties and any other such actions by and on behalf of any other individual originating, or that may originate, in jurisdictions in the United States of America against Defendant and/or the Released Defendant Parties.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the Court’s final approval, when Judgment becomes Final, the Released Claims shall be finally and fully compromised, settled, and released and the Action shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms of this Settlement Agreement.

I. DEFINITIONS.

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

1.1. **“Action”** means the civil action filed as *Ahlers, et al. v. Allina Health System*, Case No. 0:24-cv-03674, currently pending in the United States District Court for the District of Minnesota.

1.2. **“Agreement”** or **“Settlement Agreement”** means this settlement agreement, including all exhibits, which the Parties understand, acknowledge, and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

1.3. **“Attorneys’ Fees and Expenses Award”** means the amount awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete

satisfaction of Class Counsel's claim or request (and any request made by any other attorneys) for payment of reasonable attorneys' fees and litigation expenses incurred in respect of the Action.

1.4. "**Claim**" means a claim for Settlement Class Member Payment made further and pursuant to the terms of this Settlement Agreement.

1.5. "**Claimant**" means a Person who submits a Claim.

1.6. "**Claim Deadline**" means the date by which Settlement Class Members must submit a valid Claim Form to receive a cash payment under the Settlement. The Claim Deadline is ninety (90) Days after the Notice Date. One week after the postmark date shall constitute evidence of the date of mailing only (not online submission) for these purposes.

1.7. "**Claim Form**" means the claim forms to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A** hereto.

1.8. "**Class Counsel**" means David Almeida and Britany Wessan of Almeida Law Group LLC and Brandon Wise and Andrew Tate of Peiffer Wolf Carr Kane Conway & Wise, LLP, and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

1.9. "**Class List**" shall mean a list provided by Defendant of the names and last mailing and email addresses known to Defendant for the Settlement Class Members.

1.10. "**Court**" means the District of Minnesota, which is overseeing the Action.

1.11. "**Cy Pres Recipient**" means the 501(c)(3) charitable organization jointly agreed upon by the Parties and approved by the Court for Residual Funds.

1.12. "**Day(s)**" means calendar days but does not include the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, "Days" includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.13. "**Defendant's Counsel**" means Fredrikson & Byron P.A.

1.14. "**Defendant Related Entities**" means any of Defendant's past or present parents, subsidiaries, or divisions and each of their respective predecessors, successors, directors, officers, principals, attorneys, insurers and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in the Action including St. Francis Regional Medical Center and its sponsors, members, and directors.

1.15. "**Dispute Resolution**" means the process for resolving disputed Claims as set forth in this Settlement Agreement.

1.16. "**Effective Date**" means the date the settlement is Final.

1.17. “**Final**” means the occurrence of all the following events: (a) the Court has entered a Judgment; (b) the time to appeal the Judgment has passed and no appeal has been filed, or (c) if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.18. “**Final Approval Hearing**” means the hearing at which the Court will determine whether the Settlement should be given final approval pursuant to Federal Rule of Civil Procedure 23 and whether any Attorneys’ Fees and Expenses Award and Settlement Class Representative Service Awards should be approved.

1.19. “**Group 1 Settlement Class Members**” means Settlement Class Members who were portal users, non-portal bill pay users, and non-portal scheduling users between September 16, 2018 through the date that the Court issues the Order granting preliminary approval, which the Parties estimate to be approximately 1,585,092 Settlement Class Members.

1.20. “**Group 1 Settlement Fund**” means a non-reversionary common fund to be funded by Defendant in the amount of \$10,303,098, which will be allocated as follows: (a) 82.42% of the Notice and Settlement Administration Costs incurred in the administration of the Settlement; (b) 82.42% of any Attorneys’ Fees and Expenses Award and Service Awards approved by the Court; and (c) all Valid Claims for Group 1 Settlement Class Members on a *pro rata* basis minus the foregoing Attorneys’ Fees and Expenses Award, Notice and Settlement Administration Costs, and Service Awards to the Plaintiffs.

1.21. “**Group 2 Settlement Class Members**” means Settlement Class Members who were non-portal/non-bill pay/non-scheduling patients between September 16, 2018 through the date that the Court issues the Order granting preliminary approval, which the Parties estimate to be approximately 946,231 Settlement Class Members.

1.22. “**Group 2 Settlement Fund**” means a non-reversionary common fund to be funded by Defendant in the amount of \$2,196,902, which will be allocated as follows: (a) 17.58% of the Notice and Settlement Administration Costs incurred in the administration of the Settlement; (b) 17.58% of any Attorneys’ Fees and Expenses Award and Service Awards approved by the Court; and (c) all Valid Claims for Group 2 Settlement Class Members on a *pro rata* basis minus the foregoing Attorneys’ Fees and Expenses Award, Notice and Settlement Administration Costs, and Service Awards to the Plaintiffs.

1.23. “**Judgment**” means an order and judgment that the Court enters after the Final Approval Hearing which, among other things, finally approves the Settlement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects.

1.24. “**Long Form Notice**” means the long form notice of Settlement posted on the Settlement Website, substantially in the form attached as **Exhibit C**.

1.25. “**Notice and Settlement Administration Costs**” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members, processing claims, and otherwise administering the Settlement including issuing any notice required under the Class Action Fairness Act, 28 U.S.C. § 1715. This does not include any separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents, or representatives in this Action.

1.26. “**Notice Date**” means a date within thirty Days after entry of the Preliminary Approval Order by which the Settlement Administrator shall provide the notice contemplated herein and as approved by the Court, namely, to email and/or mail by First-Class United States Short Form Notice to all Settlement Class Members for whom Defendant has valid addresses. The Notice Date shall be used for purposes of calculating the Claim Deadline, Opt-Out Deadline, and Objection Deadline and all other deadlines that are based on the Notice Date.

1.27. “**Objection Deadline**” means the date by which Settlement Class Members must mail to Class Counsel and Defendant’s Counsel or, in the alternative, file with the Court, their Objection (defined below) to the Settlement Agreement for that objection to be effective. One week after the postmark date shall constitute evidence of the date of mailing only (not online submission) for these purposes.

1.28. “**Opt-Out Deadline**” means the date by which the Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. One week after the postmark date shall constitute evidence of the date of mailing only (not online submission) for these purposes.

1.29. “**Person**” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, and/or agents.

1.30. “**Preliminary Approval Order**” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.

1.31. “**Released Claims**” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, lawsuits, complaints, set-offs, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and costs, losses, rights, demands, charges, debts, contracts, penalties, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct or indirect, matured or not matured, individual or representative, of every nature and description whatsoever, based on the Action, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions, or failures to act regarding the alleged disclosure, use, interception, or transfer of information through Tracking Technologies on the Web Properties. The Released Claims shall constitute and

may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims. In the event any Settlement Class Member attempts to prosecute an action in contravention of a Final Approval Order and Judgment or the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Approval order and Judgment to such Settlement Class Member and advise such Settlement Class Member of the Release provided pursuant to the Settlement Agreement. If so requested by Defendant or Defendant's counsel, Class Counsel shall provide this notice. Plaintiffs and all Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by this Settlement Agreement and the Release, and all of the Released Claims shall be dismissed with prejudice.

1.32. **“Released Parties”** means Defendant and the Defendant Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, owners, religious sponsor, directors, officers, principals, employees, agents, attorneys, insurers, and reinsurers.

1.33. **“Residual Funds”** means any funds that remain in the Group 1 or Group 2 Settlement Funds after all deductions from the Settlement Funds and after all settlement payments to Settlement Class Members. Often in class action settlements, some number of class members who submit valid claims and are then issued Settlement payments fail to cash or deposit their settlement payments. The funds remaining in the Settlement Fund after Settlement payments have been distributed and the time for cashing and/or depositing such payments has expired will be Residual Funds. The Residual Funds will be sent to the Cy Pres Recipient.

1.34. **“Service Awards”** means the amount to be paid, if and as approved by the Court, to Plaintiffs in an amount of three thousand five hundred dollars (\$3,500) each (or such other amount as determined by the Court) to compensate them for the time and effort spent pursuing this class action lawsuit on behalf of the Settlement Class. The Service Awards shall be paid from the Settlement Funds.

1.35. **“Settlement Administrator”** means the Court-appointed class action settlement administrator retained to carry out the notice plan, issue any required notice under the Class Action Fairness Act, administer the Settlement Fund distribution process, and perform all other actions as specified in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court. The Parties, subject to Court approval, have agreed to use Atticus Administration, LLC, a company experienced in administering class action claims generally and specifically those of the type provided for in the Action, as Settlement Administrator in this matter.

1.36. **“Settlement Class”** means all Group 1 Settlement Class Members and Group 2 Settlement Class Members. The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement.

1.37. **“Settlement Class Member(s)”** means all Persons meeting the definition of the Settlement Class. The Parties estimate the number of Settlement Class Members, inclusive of Group 1 Settlement Class Members and Group 2 Settlement Class Members, to be 2,531,323.

1.38. “**Settlement Class Member Payment**” means either (a) for Group 1 Settlement Class Members who submit a Valid Claim, a *pro rata* cash payment from the Group 1 Settlement Fund or (b) for Group 2 Settlement Class Members who submit a Valid Claim, a *pro rata* cash payment from the Group 2 Settlement Fund.

1.39. “**Settlement Fund**” means the non-reversionary Group 1 Settlement Fund and the Group 2 Settlement Fund.

1.40. “**Settlement Website**” means a dedicated website created and maintained by the Settlement Administrator, which will contain, among other things, a webpage for Settlement Class Members to submit a claim as well as to review relevant documents and information about the Settlement including, but not limited to, this Settlement Agreement, the Short-Form Notice, the Long-Form Notice, and relevant dates and deadlines.

1.41. “**Short Form Notice**” means the short form notice of the proposed class action settlement, substantially in the form in **Exhibit B** attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claim Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing.

1.42. “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decisions not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar, comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which 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.

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the allegations in the Action underlying the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims on behalf of the Settlement Class. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.43. “**Valid Claims**” means Claims that are timely and validly completed and approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

II. SETTLEMENT CONSIDERATION.

2.1 Defendant agrees to make a payment of twelve million, five hundred thousand dollars and zero cents (\$12,500,000.00) as the total Settlement Fund. The Settlement Fund is non-reversionary to Defendant.

2.2 Within thirty Days of the Court’s entry of a Preliminary Approval Order, Defendant, its insurer(s), or any other party on behalf of Defendant, shall deposit one million dollars and zero cents (\$1,000,000) into an account designated by the Settlement Administrator for the purpose of funding Notice and Settlement Administration Costs. To the extent that any portion of those funds are not required to fund Notice and Settlement Administration Costs, the Settlement Administrator shall hold such portion for the purpose of paying Settlement claims.

2.3 Within fourteen Days of the Court’s entry of a Final Approval Order, Defendant, its insurer(s), or any other party on behalf of Defendant, shall deposit the remaining eleven million, five hundred thousand dollars and zero cents (\$11,500,000) into an account designated by the Settlement Administrator.

2.3.1 For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant’s liability under this Agreement shall not exceed twelve million, five hundred thousand dollars and zero cents (\$12,500,000.00), inclusive of Class Counsel’s attorneys’ fees and litigation expenses, all Notice and Settlement Administration Costs, any taxes applicable to the Settlement Fund, and any Service Awards.

2.3.2 The funding requirements set forth in this provision are contingent upon Defendant’s receipt of a Form W-9 and payment instructions from the Settlement Administrator for the Settlement Fund within fourteen days after the Court enters the Preliminary Approval Order or the payments specified by this paragraph shall be made within fourteen Days after Defendant receives this information.

2.4 The Settlement Fund shall be deposited in an appropriate qualified settlement fund account (“QSF”) established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled.

2.5 In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (a) Plaintiffs and Class Counsel shall have no obligation to repay any of the Notice and Settlement Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement, with the exception of a material breach of this Agreement or the commission of a tort by Plaintiffs and/or Class Counsel

in which case Plaintiffs and Class Counsel may be obligated to repay these costs; (b) any amounts remaining in the Settlement Fund (after payment of Notice and Settlement Administration Costs already paid or incurred in accordance with the terms and conditions of this Agreement), including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendant; and (c) no other person or entity shall have any further claim whatsoever to such amounts.

2.6 As further set forth in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (a) reasonable Notice and Settlement Administration Costs incurred pursuant to this Settlement Agreement as approved by Class Counsel and approved by the Court; (b) any taxes owed by the Settlement Fund; (c) any Service Awards approved by the Court; (d) any Attorneys' Fees and Expenses Award as approved by the Court; (e) *pro rata* cash payments to Settlement Class Members who submit a Valid Claim Form; and (f) any *cy pres* payment to an agreed upon and court-approved Cy Pres Recipient unaffiliated with the Parties. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements, including payment of any applicable taxes.

2.7 No amounts may be withdrawn from the Settlement Fund unless (a) expressly authorized by the Settlement Agreement or as may be (b) approved by the Court. Class Counsel may authorize the periodic payment of actual reasonable Notice and Settlement Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court.

2.8 The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1 and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund.

2.8.1 The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check-clearing process.

2.8.2 The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

2.9 Limitation of liability:

2.9.1 Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or

agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund; (c) the formulation, design, or terms of the disbursement of the Settlement Fund; (d) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (e) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

- 2.9.2 Plaintiffs and Class Counsel shall not have any liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator (or any of its respective designees or agents) in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund; (c) the formulation, design, or terms of the disbursement of the Settlement Fund; (d) any losses suffered by or fluctuations in the value of the Settlement Fund; or (e) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

III. BENEFITS TO SETTLEMENT CLASS MEMBERS.

3.1 The Group 1 Settlement Fund and the Group 2 Settlement Fund shall be distributed via *pro rata* cash payments to Settlement Class Members who submit a valid and timely Claim Form, after deducting the apportioned share of Notice and Settlement Administration Costs as well as all Court-approved Service Awards and Attorneys' Fees and Expenses Award.

3.2 The Group 1 Settlement Class Members shall have the opportunity to submit a claim, prior to the Claim Deadline, to receive a payment from the Group 1 Settlement Fund.

- 3.2.1 These payments shall be paid from the \$10,303,098 non-reversionary Group 1 Settlement Fund after the deduction of (a) 82.42% of the Notice and Settlement Administration Costs incurred in the administration of the Settlement and (b) 82.42% of any Attorneys' Fees and Expenses Award and Service Awards as approved by the Court.

- 3.2.2 The Group 1 Settlement Class Members may submit a claim and the Settlement Administrator will make *pro rata* Settlement payments, which may increase or decrease the cash payment depending on the amount left in the Group 1 Settlement Fund and the number of valid Claimants.

3.3 The Group 2 Settlement Class Members shall have the opportunity to submit a claim, prior to the Claim Deadline, to receive a payment from the Group 2 Settlement Fund.

- 3.3.1 These payments shall be paid from the \$2,196,902 non-reversionary Group 2 Settlement Fund after the deduction of (a) 17.58% of the Notice and Settlement Administration Costs incurred in the administration of the Settlement and (b) 17.58% of any Attorneys' Fees and Expenses Award and Service Awards approved by the Court.

- 3.3.2 The Group 2 Settlement Class Members may submit a claim and the Settlement Administrator will make *pro rata* Settlement payments, which may increase or decrease the cash payment depending on the amount left in the Group 2 Settlement Fund and the number of valid Claimants.

IV. SETTLEMENT CLAIMS.

4.1 Claims: Each Settlement Class Member shall have the opportunity to submit a Claim Form on or before the Claim Deadline to receive a Settlement Class Member Payment from a Settlement Fund.

4.2 Claim Deadline: In order to be eligible to receive a Settlement Award, all Settlement Class Members must complete and submit a Claim Form to the Settlement Administrator prior to the Claim Deadline.

- 4.2.1 Claim Forms submitted online must be submitted on or before the ninetieth Day after the Notice Date to receive a Settlement Class Member Payment.
- 4.2.2 Claim Forms may also be submitted via U.S. Mail. In order to be considered timely, all mailed Claim Form submissions must be postmarked no later than one week after the Claim Deadline.
- 4.2.3 The notice to the Settlement Class will specify the Claim Deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

4.3 Dispute Resolution: The Settlement Administrator will determine whether (a) the Claimant is a Settlement Class Member and (b) the Claimant has provided all information needed to complete the Claim Form. If either Party disagrees with the Settlement Administrator's determination and they reach an impasse on resolving the disagreement, they shall have the right to contest the Settlement Administrator's decision by submitting the matter to the Court.

V. NOTICE AND SETTLEMENT ADMINISTRATION EXPENSES.

5.1 All Notice and Settlement Administration Costs including, without limitation, the fees and expenses of the Settlement Administrator shall be paid by Defendant from the Group 1 Settlement Fund and Group 2 Settlement Fund in amounts proportionate to Settlement Administration Costs incurred in administering the Settlement for each fund. The Settlement Administrator shall, upon prior approval of Class Counsel, debit the Settlement Fund for its costs, expenses, and time associated with the provision of Notice and Settlement Administration as set forth herein.

VI. CLASS NOTICE AND SETTLEMENT ADMINISTRATION.

6.1 Once approved by the Court via the Preliminary Approval Order, Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) No later than fourteen Days after entry of the Preliminary Approval Order ordering Defendant to provide the Class List, to the extent available, Defendant shall provide the Settlement Administrator with the Class List, including the name, last known physical address, and last known electronic mail (email) address of each Settlement Class Member. The Class List shall include a separate list for Group 1 Settlement Class Members and Group 2 Settlement Class Members.
- b) Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information.
 - a. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court.
 - b. The Settlement Website shall provide Settlement Class Members with the ability to complete and to submit the Claim Form electronically.
 - c. The Settlement Website shall remain active for at least 180 Days after the Effective Date.
- c) Within thirty Days after the entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class.
- d) The primary form of notice shall be via electronic mail to the email address used by each Settlement Class Member on Defendant's website.
- e) If any Settlement Class Member does not have an associated email address, notice shall be via U.S. Mail.
 - a. Before any mailing occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;
- f) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid and

the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice.

- g) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 Days prior to the Opt-Out Deadline and Objection Deadline, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven Days of receiving such information. This shall be the final requirement for mailing.
- h) Publishing, on or before the Notice Date, the Claim Form, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period.
- i) A toll-free help line with an IVR system shall be made available to provide Settlement Class Members with additional information about the Settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request.
- j) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

6.2 Reasonable Federal Rule of Civil Procedure 23 Notice and Settlement Administration Costs will be paid from the Settlement Fund.

6.3 The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel reports as to both Claims and distribution (anticipated and actual). Class Counsel and Defendant’s Counsel have the right to review and to obtain supporting documentation and to challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator’s determination of whether a Claim is a Valid Claim shall be binding.

6.4 Payment of Settlement Class Member Payments for Valid Claims, whether via mailed check or electronic distribution, shall be made within sixty Days after the Effective Date.

6.5 No Person shall have any claim against the Settlement Administrator, Defendant, Released Parties, Class Counsel, Plaintiffs, and/or Defendant’s Counsel based on distributions of Settlement Class Member Payments to Settlement Class Members.

VII. OPT-OUT PROCEDURES.

7.1 Each Person wishing to opt out of the Settlement Class shall individually sign and timely mail written notice of such intent to the designated Post Office box established by the Settlement Administrator (“Opt-Outs”). The written notice must, subject to any amendment to these requirements by the Court: (a) identify the case name and number of this Action; (b) state the Settlement Class Member’s full name, address, and telephone number; (c) contain the Settlement Class Member’s personal and original signature; (d) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class; and (e) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked no later than one week after the Opt-Out Deadline.

7.2 All Opt-Outs must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. Any Opt-Out purporting to seek exclusion on behalf of more than one Settlement Class Member is invalid and will not be deemed an effective Opt-Out by the Settlement Administrator.

7.3 Within seven Days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Opt-Outs that were submitted to the Settlement Administrator. Class Counsel may present to the Court the total number of valid and timely Opt-Outs (if any) as well as a list of Opt-Outs that includes only first name, last initial, city, and state of each Opt-Out, no later than fourteen Days before the Final Approval Hearing.

7.4 All Settlement Class Members who timely Opt-Out of the Settlement Class shall not receive any Settlement Class Member Payment and will not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

VIII. OBJECTION PROCEDURE.

8.1 Any Settlement Class Member who has not excluded themselves from the Settlement and who wishes to object to the proposed Settlement must timely file electronically or in hard copy with the Clerk of the Court, or mail to the Court’s clerk’s office, a written objection(s) to the Settlement (“Objection(s)”).

8.2 Each Objection must, subject to any amendment to these requirements by the Court: (a) include the case name and number of the Action; (b) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (c) contain the Settlement Class Member’s personal and original signature; (d) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney; (e) contain a statement indicating the basis for the objecting Settlement Class Member’s belief that he or she is a member of the Settlement Class; (f) state whether the Objection applies only to the Settlement Class

Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (g) set forth a statement of the legal and/or factual basis for the Objection; (h) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three years; and (i) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

8.3 In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (a) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing and (b) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

8.4 To be timely, written notice of an Objection in the appropriate form must be mailed, with a postmark date no later than one week after 60 Days from the Notice Date to Defendant's Counsel and Class Counsel at the following addresses:

To Defendant's Counsel:

Nicole Moen
Geoffrey Koslig
Maliya Rattliffe
Fredrikson & Byron P.A.
60 South Sixth Street
Suite 1500
Minneapolis, MN 55402-4400

To Class Counsel:

David Almeida
Britany Wessan
Almeida Law Group
849 W. Webster Avenue
Chicago, IL 60614

Brandon Wise
Andrew Tate
Peiffer Wolf Carr
Kane Conway & Wise
One US Bank Plaza, Suite 1950
St. Louis, MO 63101

Grayson Wells
Stranch, Jennings & Garvey PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

8.5 The objector or his or her counsel may also file an Objection with the Court with service on Class Counsel and Defendant's Counsel. For all Objections mailed to Class Counsel and Defendant's Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

8.6 The Objection Deadline shall be included in the Short-Form and Long-Form Notices and on the Settlement Website.

8.7 Any Settlement Class Member who fails to comply with the requirements for objecting 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 and by all proceedings, orders and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of §VIII. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

IX. SETTLEMENT CLASS CERTIFICATION.

9.1 The Parties agree, for purposes of this Settlement only, to the certification of the Settlement Class. If the Settlement set forth in this Settlement Agreement is not approved by the Court or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement and the certification of the Settlement Class provided for herein will be vacated and the Action shall proceed as though the Settlement Class had never been certified or settled without prejudice to any Person's or Party's position on the issue of class certification, claims, defenses, or any other issue. The Parties' agreement to the certification of 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 their rights are specifically preserved.

X. RELEASES.

10.1 Upon the Effective Date, every Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

10.2 The Released Claims include the release of Unknown Claims. For the avoidance of doubt, no claims involving personal injury are included in the Released Claims.

10.3 Notwithstanding any term herein, neither Defendant nor its Released Parties shall have or shall be deemed to have released, relinquished, or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members, and Class Counsel, and do not release any claim that does not arise out of or relate to the claims asserted in this Action or the matters resolved by this Settlement Agreement.

10.4 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XI. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS.

11.1 Class Counsel may petition the Court for an award of attorneys' fees in an amount not to exceed \$4,166,666.67, which is approximately one third of the Settlement Fund. Class Counsel may petition the Court for reimbursement of costs of litigation, to be paid from the Settlement Fund. Class Counsel, in their sole discretion, shall allocate and distribute attorneys' fees, costs, and expenses awarded by the Court among them.

11.2 Class Counsel may petition the Court for a Service Award for each of the three Representative Plaintiffs in the amount of \$3,500 each (for a total of \$10,500.00) to be paid from the Settlement Fund.

11.3 Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees and Expenses Award no later than fourteen Days prior to the Objection Deadline.

11.4 If awarded by the Court, Service Awards shall be paid to Plaintiffs, via the Settlement Administrator, within 21 Days of the Effective Date and provision of an appropriate Form W-9 by each Plaintiff.

11.5 If awarded by the Court, the Attorneys' Fees and Expenses Award shall be paid to Class Counsel, via the Settlement Administrator, within 21 Days of the Effective Date.

11.6 The Parties did not discuss payment of an Attorneys' Fees and Expenses Award or Service Awards until after they had agreed on the substantive terms of the Settlement.

11.7 No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the Attorneys' Fees and Expenses Award and/or Service Awards shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XII. PRELIMINARY APPROVAL AND NOTICE OF FINAL APPROVAL HEARING.

12.1 Plaintiffs' Motion for Preliminary Approval, will request entry of a Preliminary Approval Order (**Exhibit D**) requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Form Notice to be sent to Settlement Class Members in a form substantially similar to the one attached as **Exhibit B**;

- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit C**, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the Settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the Settlement, the general terms of the Settlement, instructions for how to object to or opt-out, instructions for the process and instructions for making Claims, and the date, time and place of the Final Approval Hearing;
- g) approval of the Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to **Exhibit A**; and,
- h) appointment of the Settlement Administrator.

12.2 The Short Form Notice, Long Form Notice, and Claim Form have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Non-substantive revisions to these documents may also be made prior to dissemination of Notice.

XIII. FINAL APPROVAL HEARING.

13.1 The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred twenty (120) Days after the entry of the Preliminary Approval Order.

13.2 The Parties may file a response to any Objection(s) no later than fourteen Days before the Final Approval Hearing.

13.3 Class Counsel shall file a Motion for Final Approval no later than fourteen Days before the Final Approval Hearing.

13.4 Class Counsel shall ask the Court to enter a Final Approval Order and Judgment which:

- a) Finds that the Notice program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement; constitutes the best notice practicable under the circumstances; constitutes valid, due, and sufficient notice; and complies fully with the laws of Minnesota, the United States, the United States Constitution, and any other applicable law;
- b) Finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely Objections to this Settlement Agreement have been made or all timely Objections have been considered and overruled;
- c) Approves of the Settlement, as set forth in this Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties and Settlement Administrator to effectuate the Settlement in accordance with the terms of this Settlement Agreement;

- d) Finds that neither the Final Approval Order and Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability or wrongdoing by any of the Parties;
- e) Subject to the reservation of jurisdiction for matters discussed in subparagraph (g) below, dismisses the Action with prejudice;
- f) Finds that Plaintiffs and all Settlement Class Members shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims; and
- g) Reserves exclusive and continuing jurisdiction over the Action and the Parties for the purposes of, among other things: (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement and the Final Approval Order and Judgment; and (ii) supervising the administration and distribution of the Settlement Fund and resolving any disputes that may arise with regard to the foregoing. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Persons pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

XIV. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

14.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events.

- a) the Court has entered the Preliminary Approval Order;
- b) Defendant has not exercised its option to terminate the Settlement Agreement;
- c) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- d) the Judgment has become Final.

The Effective Date shall be the first Day after the date when all of the foregoing conditions have occurred.

14.2 If all conditions specified in ¶ 14.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 14.3 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

14.3 Within seven Days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests

for exclusion (“Opt-Out List”). If the number of Opt-Outs exceeds 1% of the estimated number of Settlement Class Members, Defendant shall have the option, but not the obligation, to terminate the Settlement Agreement.

14.4 In the event that the Settlement Agreement or the releases set forth in § X are not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party’s counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action 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*.

14.5 Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action, with the exception of a material breach of this Agreement, violation of court order issued in this Action, or the commission of a tort by Plaintiffs, Class Counsel, and/or the Settlement Administrator.

XV. MISCELLANEOUS PROVISIONS.

15.1 The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

15.2 The Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate 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.

15.3 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Action. The Settlement compromises claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement 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 Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth herein.

15.4 Neither this Settlement Agreement, the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Defendant Released Parties or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendant Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Defendant Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or defense or counterclaim.

15.5 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties and their counsel or their respective successors-in-interest.

15.6 This Settlement Agreement contains the entire understanding between Defendant and Plaintiffs regarding the payment of the Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Plaintiffs in connection with the payment of the Settlement. Except as otherwise provided herein, each Party shall bear its own costs.

15.7 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement 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 Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

15.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so. Execution by electronic means is acceptable.

15.9 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.

15.10 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

15.11 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.

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

15.13 All dollar amounts are in United States dollars (USD).

15.14 For those Settlement Class Members electing to receive payment by check, all Settlement checks shall be void 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 120 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 120 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.


[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


SO AGREED FOR PLAINTIFFS:

By:  _____
Jacqueline Ahlers
Representative Plaintiff

By: _____
Cathy Gebhardt-Lally
Representative Plaintiff

By: _____
Patrick Witt
Representative Plaintiff

By:  _____
David S. Almeida
Britany A. Wessan
ALMEIDA LAW GROUP LLC

By:  _____
Brandon M. Wise
Andrew Tate
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**

Settlement Class Counsel

Settlement Class Counsel

By:  _____
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC

Settlement Class Counsel

SO AGREED FOR DEFENDANT:

By: _____
Elizabeth Smith
General Counsel and Senior Vice President

By: _____
Nicole M. Moen
FREDRIKSON & BYRON P.A.

Allina Health System

Defendant's Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Jacqueline Ahlers
Representative Plaintiff

By: _____
Cathy Gebhardt-Lally
Representative Plaintiff

By: Patrick J Witt
Patrick Witt
Representative Plaintiff

By: _____
David S. Almeida
Britany A. Wessan
ALMEIDA LAW GROUP LLC

Settlement Class Counsel

By: _____
Brandon M. Wise
Andrew Tate
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**

Settlement Class Counsel

By: _____
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC

Settlement Class Counsel

SO AGREED FOR DEFENDANT:

By: _____
Elizabeth Smith
General Counsel and Senior Vice President

Allina Health System

By: _____
Nicole M. Moen
FREDRIKSON & BYRON P.A.

Defendant's Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Jacqueline Ahlers
Representative Plaintiff

By: Cathy Gebhardt-Lally
Cathy Gebhardt-Lally
Representative Plaintiff

By: _____
Patrick Witt
Representative Plaintiff

By: _____
David S. Almeida
Britany A. Wessan
ALMEIDA LAW GROUP LLC

Settlement Class Counsel

By: _____
Brandon M. Wise
Andrew Tate
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**

Settlement Class Counsel

By: _____
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC

Settlement Class Counsel

SO AGREED FOR DEFENDANT:

By: _____
Elizabeth Smith
General Counsel and Senior Vice President

Allina Health System

By: _____
Nicole M. Moen
FREDRIKSON & BYRON P.A.

Defendant's Counsel

SO AGREED FOR PLAINTIFFS:

By: _____
Jacqueline Ahlers
Representative Plaintiff

By: _____
Cathy Gebhardt-Lally
Representative Plaintiff

By: _____
Patrick Witt
Representative Plaintiff

By: _____
David S. Almeida
Britany A. Wessan
ALMEIDA LAW GROUP LLC

Settlement Class Counsel

By: _____
Brandon M. Wise
Andrew Tate
**PEIFFER WOLF CARR KANE CONWAY &
WISE, LLP**

Settlement Class Counsel

By: _____
Grayson Wells
STRANCH, JENNINGS & GARVEY, PLLC

Settlement Class Counsel

SO AGREED FOR DEFENDANT:

By: s/ Kelly Henderson
Kelly Henderson
Vice President Risk Services Deputy Chief
Legal Officer

Allina Health System

By: s/ Nicole M. Moen
Nicole M. Moen
FREDRIKSON & BYRON P.A.

Defendant's Counsel

EXHIBIT A

CLAIM FORM

Ahlers, et al. v. Allina Health System
United States District Court for the District of Minnesota
Case No. 0:24-cv-03674

Save Time and Submit Your Claim Form Online at www.SettlementWebsite.com.

GENERAL CLAIM FORM INFORMATION

You may complete and submit this Claim Form online or by mail if you are a Settlement Class Member. The Settlement Class consists of those individuals who were portal users, non-portal bill pay users, and non-portal scheduling users between **G1 CLASS PERIOD START DATE** through **G1 CLASS PERIOD END DATE** (“Group 1 Settlement Class Members”) and individuals who were non-portal, non-bill pay, and non-scheduling patients between **G2 CLASS PERIOD START DATE** through **G2 CLASS PERIOD END DATE** (“Group 2 Settlement Class Members”). Your designation as a Group 1 or Group 2 Class Member does not affect the manner in which you submit a Claim Form.

If you wish to submit a Claim Form for a pro rata cash payment, please provide the information requested below. Claim Forms must be filed online or returned to the Settlement Administrator’s office by mail on or before **CLAIMS DEADLINE**. Please visit the official Settlement Website, www.SettlementWebsite.com, for more information.

TO SUBMIT A CLAIM FORM FOR PAYMENT BY MAIL

If you submit a Valid Claim Form by mail and the Settlement receives final approval, your Settlement payment will be mailed in the form of a check to the address provided on this Claim Form. It is your responsibility to notify the Settlement Administrator if your address changes between the time you mail your Claim Form and the time Settlement Funds are distributed. **If you prefer to receive an electronic payment (e.g., Venmo, PayPal, Zelle, or ACH) you must submit your Claim Form online at www.SettlementWebsite.com.**

1. Complete all sections of this Claim Form.
2. Sign the Claim Form.
3. Place the completed and signed Claim Form in an envelope, add postage, and send it to the Settlement Administrator no later than **CLAIM DEADLINE**. This Claim Form should only be used to submit a claim if you are **NOT** submitting an online Claim Form. Mail your completed Claim Form to:

Allina Pixel Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

TO SUBMIT A CLAIM FORM ONLINE

1. Navigate to the Settlement Website at www.SettlementWebsite.com.
2. Select **“Submit a Claim”** from the left side menu.
3. Enter the Claimant ID included in the Notice you received and complete the verification.
4. Verify or update your address.
5. Select the method of payment you prefer and follow the prompts to authorize your e-pay account.
6. Agree to the Claim Form Certification statement.
7. Submit your Claim Form.

If you need additional help locating your Claimant ID, please contact the Settlement Administrator at **1-8XX-XXX-XXXX**. For security reasons, your name cannot be changed on the online Claim Form. If your name has been

legally changed, please send proof of the name change, such as a marriage certificate or divorce decree, to the Settlement Administrator’s office using the address or email address above.

I. SETTLEMENT CLASS MEMBER INFORMATION

*First Name MI *Last Name

*Mailing Address (Street Address including apartment number, suite, floor, or other pertinent detail, or PO Box)

*City *State *Zip Code

* Email Address

(_____) _____ - _____
 *Telephone Number with area code

 *Claimant ID – *this is the 8-digit alpha-numeric identification code included in the Notice sent by mail or email.*

II. CERTIFICATION OF CLAIM

I declare under penalty of perjury under the laws of the United States and the state where I reside that this Claim is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I further attest that I accessed Allina Health System’s websites or webpages as a portal user, non-portal bill pay user, or non-portal scheduling user between **G1 CLASS PERIOD START DATE** and **G1 CLASS PERIOD END DATE** or as a non-portal, non-bill pay, or non-scheduling patient between **G2 CLASS PERIOD START DATE** and **G2 CLASS PERIOD END DATE**.

I understand that this information is subject to verification, that I may be asked by the Settlement Administrator to provide supplemental information to validate my claim, and that by completing and submitting this form by mail, my payment, should I be deemed eligible to receive one, will be a check sent to me by mail.

 *Signature

____ / ____ / _____
 *Signature Date

Please keep a copy of your completed Claim Form for your records.

Mail your completed Claim Form to the Settlement Administrator by **CLAIM DEADLINE** at:

Allina Pixel Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

EXHIBIT B

**NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT**

*This is a Court-authorized Notice.
It is not a notice of a lawsuit against you or a
solicitation from a lawyer.*

**You may be entitled to submit a claim for
monetary compensation under a proposed
class action settlement.**

Please review the reverse side of this postcard
and **SCAN THE QR CODE FOR DETAILS:**



Allina Pixel Settlement

c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

«ScanString»

Postal Service: Please do not mark barcode

Claimant ID: «Secondary_ID»_«Seq»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

Why am I Receiving this Notice? A proposed class action Settlement has been reached in the above-captioned matter concerning the alleged use of certain internet technologies by Allina Health System (“Allina” or “Defendant”) on its websites and webpages. Plaintiffs allege that certain personal or health-related information may have been disclosed to third parties based on activities on Allina websites and webpages. Allina denies the allegations, and the Court has not ruled that Allina did anything wrong. You are receiving this Notice because Defendant’s records indicate that you may be a member of the Settlement Class. You have a right to know about the proposed Settlement and your rights and options before the Court decides whether to grant Final Approval of the Settlement.

Who is Included in the Settlement Class? The Settlement Class includes individuals who accessed Allina’s websites or webpages as a portal user, non-portal bill pay user, or non-portal scheduling user between September 16, 2018 and **the date the Court issues the Order granting preliminary approval**, or as a non-portal, non-bill pay, or non-scheduling patient between September 16, 2018 and **[preliminary approval date]**.

What are the Settlement Benefits? Allina has agreed to pay \$12,500,000 to settle this case. Settlement Class Members who submit Valid Claims will be eligible to receive a pro rata cash payment from the Settlement, after Court-approved payments for Class Counsel’s Attorneys’ Fees and Expenses, Plaintiffs’ Service Awards, and Notice and Settlement Administration Costs are deducted. Please visit the Settlement Website at **www.SettlementWebsite.com** for a full description of Settlement Benefits, including how the Settlement Funds will be allocated and more information on how to submit a Claim Form. **The deadline to submit a Claim Form is CLAIM DEADLINE.**

What are My Options? To receive a payment, you must submit a Claim Form by **CLAIM DEADLINE**. If you do not want to be legally bound by the Settlement, you must request exclusion by **OPT-OUT DEADLINE**. If you want to tell the Court why you object to the Settlement or some part of it, you must file an objection by **OBJECTION DEADLINE**. The Long Form Notice on the Settlement Website explains in detail how to submit a Claim Form, request exclusion from the Settlement Class, and file an objection.

When Will the Court Decide? A Final Approval Hearing is scheduled for **DATE** at **TIME**. At that time, the Court will consider whether the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class.

Need More Information? Visit **www.SettlementWebsite.com** or scan the QR Code. You may also contact the Settlement Administrator’s office toll-free by phone at **1-8XX-XXX-XXXX** or email **allinapixel@atticusadmin.com**.

QR CODE
TO
WEBSITE
URL

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Ahlers, et al. v. Allina Health System
 United States District Court for the District of Minnesota
 Case No. 0:24-cv-03674

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

YOU MAY BE ELIGIBLE TO PARTICIPATE IN A CLASS ACTION SETTLEMENT BECAUSE CERTAIN PERSONAL OR HEALTH-RELATED INFORMATION MAY HAVE BEEN DISCLOSED TO THIRD PARTIES IF YOU ACCESSED ALLINA HEALTH SYSTEM’S WEBSITES OR WEBPAGES AS A PORTAL USER, NON-PORTAL BILL PAY USER, AND NON-PORTAL SCHEDULING USER BETWEEN SEPTEMBER 16, 2018 AND **THE DATE THE COURT ISSUES PRELIMINARY APPROVAL** OR AS A NON-PORTAL, NON-BILL PAY OR NON-SCHEDULING PATIENT BETWEEN SEPTEMBER 16, 2018 AND **THE DATE THE COURT ISSUES PRELIMINARY APPROVAL**. ALLINA HEALTH SYSTEM DENIES THESE ALLEGATIONS.

Please Read This Notice Carefully. Your legal rights may be affected.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY CLAIM DEADLINE	You must submit a timely Claim Form to be eligible for a cash payment. This is the only option that provides compensation under the Settlement.
DO NOTHING	If you take no action, you will not qualify to receive a payment, you will remain bound by the Settlement, and give up your right to sue about the claims the Settlement resolves.
REQUEST EXCLUSION BY OPT OUT DEADLINE	Ask to be excluded (“Opt-Out”) from the Settlement and keep your right to sue about the claims resolved by this Settlement.
FILE AN OBJECTION BY OBJECTION DEADLINE	Tell the Court why you do not agree with the Settlement. You must remain in the Settlement Class, and you can still submit a Claim Form if you object.
ATTEND THE FINAL APPROVAL HEARING ON HEARING DATE	Ask to speak in Court about the Settlement. Attendance is not required to file an objection or submit a claim.

BASIC INFORMATION

1. What is this Notice?

This is a court-authorized Long Form Notice of a proposed Settlement of a class action lawsuit (the “Action”) known as *Ahlers, et al. v. Allina Health System*, Case No. 0:24-cv-03674, pending in the United States District Court for the District of Minnesota (the “Court”).

The Settlement would resolve claims raised by Plaintiffs alleging that because Allina Health System (“Allina” or “Defendant”) used pixel tracking (referred to herein as “Pixels”) on its websites and webpages, certain personal or health-related information of the individuals who visited the websites and webpages may have been disclosed to third parties.

The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of Settlement only. This Long Form Notice explains the nature of the litigation, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class, and the benefits available and how to receive them.

This Notice is only a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SettlementWebsite.com.

2. Why did I receive a Notice?

You received a Notice because Allina’s records indicate that you fit the description of the Settlement Class. The Court authorized that Notice be sent to Settlement Class Members because you have a right to know about the proposed Settlement of this class action lawsuit and about your rights and options before the Court decides whether to grant Final Approval of the Settlement.

3. What is this lawsuit about?

The lawsuit arises out of Allina’s implementation of Pixels on its websites and webpages, which Plaintiffs allege caused personal and health-related information to be shared with third parties in violation of Settlement Class Members’ privacy, among other things.

4. Why is this a class action?

A class action is a type of lawsuit in which one or more individuals called “Class Representatives” (in this case, Jacqueline Ahlers, Cathy Gebhardt-Lally and Patrick Witt) bring a single lawsuit on behalf of other people who have similar claims. In a class action settlement, all these people together are a “Settlement Class” or “Settlement Class

Members.” When a class action is settled, the Settlement, which must be approved by the Court, resolves the claims for all Settlement Class Members, except for those who exclude themselves from the Settlement.

5. Why is there a Settlement?

The Parties agreed to the proposed Settlement to put the matter to rest without the expense, delay, and uncertainty of continued litigation. If approved by the Court, the Settlement will resolve all claims brought on behalf of the Settlement Class related to the potential disclosure of personal and health-related information because of the Pixels used by Allina.

The Settlement Agreement requires Allina to provide cash compensation to Settlement Class Members who submit valid and timely Claim Forms. The Settlement is not an admission of wrongdoing by Allina and does not imply that there has been, or would be, any finding that Allina violated the law. The Court overseeing this Action has not determined that Allina did anything wrong.

The Court already has preliminarily approved the Settlement Agreement. The Court conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class could be notified and given the opportunity to exercise their legal rights to exclude themselves or to voice their support or opposition to final approval of the Settlement Agreement. The Court must give final approval to the Settlement Agreement before it can be effective. If the Court does not grant final approval to the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS INCLUDED

6. Who is included in the Settlement Class?

The Settlement Class includes the following two groups of Class Members.

Group 1 Settlement Class Members are those individuals who were portal users, non-portal bill pay users, and non-portal scheduling users between **SEPTEMBER 16, 2018** through **THE DATE THE COURT ISSUES PRELIMINARY APPROVAL**.

Group 2 Settlement Class Members are those individuals who were non-portal, non-bill pay, and non-scheduling patients between **SEPTEMBER 16, 2018** through **THE DATE THE COURT ISSUES PRELIMINARY APPROVAL**.

The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement.

THE SETTLEMENT BENEFITS

7. What can I get from the Settlement?

Settlement Class Members who file valid and timely Claim Forms will be eligible to receive a pro rata cash payment.

Allina agreed to pay \$12,500,000 as part of the Settlement: \$10,303,098 to the Group 1 Settlement Fund and \$2,196,902 to the Group 2 Settlement Fund. The costs of Class Counsel's Attorneys' Fees and Expenses Award, Plaintiffs' Service Awards, and Notice and Settlement Administration Costs will be paid 82.42% from the Group 1 Settlement Fund and 17.58% from the Group 2 Settlement Fund. The amount remaining in each Settlement Fund will be paid *pro rata* to respective Group 1 and Group 2 Settlement Class Members who file Valid Claims.

8. When will I receive a cash payment?

If you timely submit a valid Claim Form for a cash payment, you will receive payment in the amount approved by the Settlement Administrator once the Settlement is final and has become effective. A date for distribution of cash payments will not be known until sometime after the Final Approval Hearing. Please check the Settlement Website at www.SettlementWebsite.com for updates.

9. How do I submit a Claim Form?

To submit a claim for a cash payment, you must timely complete and submit a Claim Form on the Settlement Website at www.SettlementWebsite.com no later than **CLAIM DEADLINE**, or download a Claim Form from the Settlement Website to print, complete, and submit by mail not later than **CLAIM DEADLINE** to:

Allina Pixel Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

CLAIM FORMS MUST BE SUBMITTED BY CLAIM DEADLINE.

10. What am I giving up if I stay in the Settlement?

If you remain in the Settlement Class and the Settlement becomes final, you agree to give up your right to sue or be part of any other lawsuit or legal action against Allina and the other Released Parties about or arising from the claims or issues in this lawsuit. The precise terms of the Released Claims and Released Parties can be found in the Settlement Agreement available on the Settlement Website at www.SettlementWebsite.com.

REQUESTING EXCLUSION FROM THE SETTLEMENT

11. How do I exclude myself from the Settlement?

If you wish to exclude yourself or “Opt-Out” of the Settlement Class, you must send a written notice of your intention by mail to the Settlement Administrator’s office no later than **OPT-OUT DEADLINE**. The written notice must include: (a) reference to the case name and number of the action - *Ahlers, et al. v. Allina Health System*, Case No. 0:24-cv-03674; (b) your full name, address, and telephone number; (c) your personal and original signature; and (d) a clear statement of your intent to be excluded from the Settlement Class. To be effective, an exclusion request must be only for the Settlement Class Member whose personal and original signature appears on the request. All Opt-Out requests must be submitted individually.

Written exclusion requests must be sent by mail by **OPT-OUT DEADLINE** to:

Allina Pixel Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

If you submit a timely and valid exclusion request, you will not be part of the Settlement Class, you will not be eligible to submit a Claim Form for a cash payment, and you will not be bound by the terms of the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

If you are a Settlement Class Member and you do not request exclusion, you can tell the Court why you do not like the Settlement or any part of it by filing an objection. To be effective, an objection must include: (a) the case name and number of the Action; (b) your full name, current address, telephone number, and email address; (c) your personal and original signature; (d) the name, address, telephone number, and email address of any attorney representing you or who assisted you in drafting your objection; (e) a statement indicating the basis for your belief that you are a Settlement Class Member; (f) a statement of whether the objection applies only to you, to a specific subset of the

Settlement Class, or to the entire Settlement Class; (g) a statement of the legal and/or factual basis for the objection; (h) a list, including case name, court, and docket number, of all other cases in which you or your counsel has filed an objection to any proposed class action settlement in the past three years; and (i) a statement of whether you intend to appear at the Final Approval Hearing and, if so, whether personally or through counsel.

If you are represented by counsel and such counsel intends to speak at the Final Approval Hearing, your written objection must also include: (a) the identity of any witnesses you intend to call to testify at the Final Approval Hearing, and (b) a description of any documents or evidence that you intend to offer at the Final Approval Hearing.

You must also send your objection by mail no later than **OBJECTION DEADLINE** to Defendant's Counsel and Class Counsel at the following addresses:

Defendant's Counsel

Nicole Moen
Maliya Rattliffe
Geoffrey Koslig
Fredrikson & Byron P.A.
60 South Sixth Street
Suite 1500
Minneapolis, MN 55402-4400

Class Counsel

David Almeida
Britany Wessan
Almeida Law Group
849 W. Webster Avenue
Chicago, IL 60614

Class Counsel

Brandon Wise
Andrew Tate
Peiffer Wolf Carr
Kane Conway & Wise
One US Bank Plaza, Suite 1950
St. Louis, MO 63101

Class Counsel

Grayson Wells
Stranch, Jennings & Garvey PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

Notice of an objection may also be filed electronically or in hard copy with the Clerk of the Court or sent by mail to the Court's clerk's office by **OBJECTION DEADLINE**. To file your objection with the Court electronically **ADD E-FILE INSTRUCTIONS**. To file a hard copy with the Clerk of the Court **ADD IN PERSON FILE INSTRUCTIONS AND ADDRESS**. Or send your objection by mail to **ADD COURT MAILING ADDRESS**.

For all Objections mailed to Class Counsel and Defendant's Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

If you file an objection, you may still receive benefits under the Settlement so long as you timely and separately file a valid claim as explained above.

THE FINAL APPROVAL HEARING

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

The Court has already given preliminary approval to the proposed Settlement. The Court will hold a Final Approval Hearing on **HEARING DATE** at **TIME** in Courtroom **RM#** of the U.S. District Court for the District of Minnesota located at **COURT BUILDING NAME AND ADDRESS**.

At this hearing, the Court will consider the fairness of the Settlement and determine if it is fair, reasonable, and adequate and in the best interests of the Settlement Class. The Court will also consider whether any Attorneys' Fees and Expenses Award and Settlement Class Representative Service Awards should be approved. If there are Objections, the Court will consider them and hear any arguments concerning the fairness of the Settlement from any Settlement Class Members and their counsel who filed a notice of intent to appear.

You are not required to attend the hearing. The hearing may be postponed or changed without notice. Please check the Settlement Website at www.SettlementWebsite.com for current information.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

14. Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

David Almeida
Britany Wessan
Almeida Law Group
849 W. Webster Avenue
Chicago, IL 60614

Brandon Wise
Andrew Tate
Peiffer Wolf Carr
Kane Conway & Wise
One US Bank Plaza, Suite 1950
St. Louis, MO 63101

Grayson Wells
Stranch, Jennings & Garvey PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

If you want to be represented separately by your own lawyer, you may hire one at your own expense.

15. How will the lawyers for the Settlement Class be paid?

Class Counsel will be paid from the Settlement Fund. Class Counsel will seek Court approval to be paid reasonable attorneys' fees up to \$4,166,666.67 (approximately one-third of the Settlement Fund). Class Counsel may also petition the Court for reimbursement of their costs of litigation, to be paid from the Settlement Fund. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed.

GETTING MORE INFORMATION

16. Where can I get more information?

This Notice is only a summary of the proposed Settlement. Complete details about the Settlement, including access to the Settlement Agreement and other documents filed with the Court, answers to frequently asked questions, and key dates and deadlines, can be found on the Settlement Website at www.SettlementWebsite.com.

If your questions are not answered by the Settlement Website, you can contact the Settlement Administrator by phone at [1-8XX-XXX-XXXX](tel:1-8XX-XXX-XXXX) or email at allinapixel@atticusadmin.com.

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

<p>JACQUELINE AHLERS, CATHY GEBHARDT-LALLY, and PATRICK WITT, <i>individually, and on behalf of all others similarly situated,</i></p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>ALLINA HEALTH SYSTEM,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 0:24-cv-03674-SRN-ECW</p> <p>[PROPOSED] PRELIMINARY APPROVAL ORDER</p>
--	---

Before the Court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion seeks approval of the Parties’ Class Action Settlement Agreement,¹ which has been submitted to the Court along with the Motion. Having considered the Motion, the Settlement, and being duly advised, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. Jurisdiction. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391 (a) through (d).

¹ All defined terms in this Preliminary Approval Order have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

2. **Definition of the Settlement Class.** Under the Settlement, the Parties agree to certification of the following Settlement Class for purposes of settlement only. All Group 1 Settlement Class Members and Group 2 Settlement Class Members. Group 1 Settlement Class Members means Settlement Class Members who were portal users, non-portal bill pay users, and non-portal scheduling users between September 16, 2018 through the date that the Court issues the Order granting preliminary approval, which the Parties estimate to be approximately 1,585,092 Settlement Class Members. Group 2 Settlement Class Members means Settlement Class Members who were non-portal/non-bill pay/non-scheduling patients between September 16, 2018 through the date that the Court issues the Order granting preliminary approval, which the Parties estimate to be approximately 946,231 Settlement Class Members. The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement.

3. **Certification of the Settlement Class.** The Court finds for settlement purposes only that certification of the Settlement Class is appropriate and the Settlement Class meets the four requirements of Federal Rule of Civil Procedure 23(a). Specifically, the Court finds for settlement purposes only that:

- a. The Settlement Class is so numerous that joinder of all members is impracticable, as there are millions of members;

- b. There are questions of law or fact common to the Settlement Class that predominate over any questions affecting only individual members based upon the claims raised in the lawsuit;
- c. The Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- d. A class action is an appropriate method for the fair and efficient adjudication of this controversy.

4. **Appointment of Settlement Class Representatives and Settlement Class Counsel.** The Court appoints Plaintiffs Jacqueline Ahlers, Cathy Gebhardt-Lally, and Patrick Witt as Class Representatives and David Almeida and Britany Wessan of Almeida Law Group LLC, Brandon Wise and Andrew Tate of Peiffer Wolf Carr Kane Conway & Wise, LLP, and Grayson Wells of Stranch, Jennings & Garvey, PLLC as Class Counsel.

5. **Preliminary Approval of the Settlement.** The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise between the Settlement Class and Defendant under the circumstances of this case. The Court, therefore, preliminarily approves the Settlement and directs the Parties to the Settlement to perform and satisfy the terms and conditions of the Settlement Agreement that are triggered by such preliminary approval. In making this determination, the Court has considered:

- (1) the strength of the case for Plaintiffs on the merits, balanced against the money or other relief offered in settlement;
- (2) the complexity, length, and expense of further litigation;
- (3) the absence of collusion in reaching a settlement;

- (4) the opinion of competent counsel; and
- (5) the stage of proceedings and the amount of discovery completed.

6. **Appointment of the Settlement Administrator.** The Court appoints Atticus Administration, LLC, as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement.

7. **Notice of the Settlement to Class Members.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, Fed. R. Civ. P. 23(e)(1); and (e) meet the requirements of Due Process. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement. Non-material modifications to the notices

may be made by the Settlement Administrator in consultation and agreement with the parties, and without further order of the Court.

8. **Class Members' Rights to Object to the Settlement.** Any Settlement Class Member who has not excluded themselves from the Settlement and who wishes to object to the proposed Settlement must timely file electronically or in hard copy with the Clerk of the Court, or mail to the Court's clerk's office, a written objection(s) to the Settlement ("Objection(s)"). Each Objection must: (a) include the case name and number of the Action; (b) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (c) contain the Settlement Class Member's personal and original signature; (d) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney; (e) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (f) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (g) set forth a statement of the legal and/or factual basis for the Objection; (h) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three years; and (i) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

To be timely, written notice of an Objection in the appropriate form must be mailed, with a postmark date no later than one week after 60 Days from the Notice Date to Defendant's Counsel and Class Counsel at the following addresses:

To Defendant's Counsel:

Nicole Moen
Maliya Rattliffe
Geoffrey Koslig
Fredrikson & Byron P.A.
60 South Sixth Street
Suite 1500
Minneapolis, MN 55402-4400

To Class Counsel:

David Almeida
Britany Wessan
Almeida Law Group
849 W. Webster Avenue
Chicago, IL 60614

Brandon Wise
Andrew Tate
Peiffer Wolf Carr
Kane Conway & Wise
One US Bank Plaza, Suite 1950
St. Louis, MO 63101

Grayson Wells
Stranch, Jennings & Garvey PLLC
223 Rosa L. Parks Ave., Suite 200
Nashville, TN 37203

Class Counsel is also directed to file all Objections Class Counsel receives as an exhibit to Plaintiffs' motion for final approval.

9. **Class Members' Rights to Opt-Out of the Settlement.** Each Person wishing to opt out of the Settlement Class shall individually sign and timely mail written notice of such intent to the designated Post Office box established by the Settlement Administrator ("Opt-Outs"). The written notice must: (a) identify the case name and

number of this Action; (b) state the Settlement Class Member's full name, address, and telephone number; (c) contain the Settlement Class Member's personal and original signature; (d) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class; and (e) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked no later than one week after the Opt-Out Deadline.

10. All Opt-Outs must be submitted individually in connection with a Settlement Class Member, *i.e.*, one request is required for every Settlement Class Member seeking exclusion. Any Opt-Out purporting to seek exclusion on behalf of more than one Settlement Class Member is invalid and will not be deemed an effective Opt-Out by the Settlement Administrator.

11. All Settlement Class Members who timely Opt-Out of the Settlement Class shall not receive any Settlement Class Member Payment and will not be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

12. **Approval of the Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify

for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of the Settlement.** If the Settlement is terminated pursuant to its terms, this Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement.

14. **Use of This Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Final Approval Hearing.** A Final Approval Hearing shall be held as set forth in the schedule below at _____ [or via telephone or videoconference], where the Court will determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (d) the application of the Class Representatives for Service Awards should be approved. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant to provide Class Member information to Settlement Administrator	Within 14 Days of entry of Preliminary Approval Order
Deadline for Settlement Administrator to begin sending Short Form Notice	Within 30 Days of entry of Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to be filed by Settlement Class Counsel	At least 14 Days prior to Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days from Notice date
Settlement Administrator to provide Parties with list of timely, valid Opt-Outs	10 Days after Opt-Out Deadline
Claims Deadline	90 Days after Notice date
Motion For Final Approval to be filed by Class Counsel	At least 14 Days prior to the Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this ____ day of _____, 2026.

Hon. Susan Richard Nelson