

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE: AMERICAN MEDICAL
COLLECTION AGENCY, INC.
CUSTOMER DATA SECURITY
BREACH LITIGATION

This Document Relates To:

The Other Labs Track

No. 19-md-2904 (JKS)(MAH)

MDL 2904

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement”), dated April 30, 2026, is made and entered into by and among the following Parties:¹ (i) Defendants Sonic Healthcare U.S.A., Aurora Diagnostics LLC, Clinical Pathology Laboratories, Inc. (“CPL”), and Austin Pathology Associates (“Austin Path”) (collectively, “Sonic” or “Defendants”); and (ii) Plaintiffs Gwendolyn Anderson and Tonda Tate, individually and on behalf of the Settlement Class (collectively, “Plaintiffs”), in the litigation *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Other Labs Track)*: Civil Action No. 19-MD-2904 (D.N.J.) (the “Litigation”). Defendants and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. RECITAL: THE LITIGATION

Defendants, either by themselves or by virtue of their affiliate entities, are providers of diagnostic testing services for patient care. Defendants, by themselves or through their affiliate entities or business associates, formerly used a company named Retrieval-Masters Creditor’s Bureau, Inc. (d/b/a American Medical Collection Agency (“AMCA”)) to pursue outstanding amounts owed by individuals to whom they had provided services. On May 14, 2019, AMCA notified Defendants of potentially unauthorized access to certain of its computer systems between August 2018 and March 2019 (the “Security Incident,” as defined below). Certain information stored in an AMCA computer database, which was accessed in the Security Incident, was provided

¹ All capitalized terms shall have the meaning set forth in the Definitions section below.

by CPL and Austin Path, or on their behalf, to AMCA. Various lawsuits alleging negligence, breach of contract, and other claims were filed against Defendants, their affiliates, and other parties related to the Security Incident, which were consolidated into this Litigation.

After six years of hard-fought litigation, the Parties engaged in mediation with the Honorable Diane M. Welsh, U.S.M.J. (ret.) and reached an agreement in principle to resolve this Litigation. The Parties have therefore agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through a trial and likely appeals would require substantial additional risk, uncertainty, discovery, time, and expense for all Parties.

II. RECITAL: PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the operative Complaint, have merit. Plaintiffs and Plaintiffs' Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Plaintiffs' Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and particularly in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. RECITAL: DENIAL OF WRONGDOING AND LIABILITY

Defendants deny the claims and contentions alleged in the Litigation. Defendants deny all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Defendants further deny that Plaintiffs and the classes they purport to represent have suffered any

injury or damage. Defendants maintain that any alleged injury or damage was not caused by the Security Incident or any act or omission on the part of Defendants and that the Litigation does not satisfy the requirements to be certified or tried as a class action under Federal Rule of Civil Procedure Rule 23. Nonetheless, while continuing to deny any wrongdoing or liability for the claims asserted in the Litigation and believing it has strong and meritorious defenses thereto, and without any admission of liability, Defendants have concluded that further litigation would be protracted and expensive. Defendants have, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Plaintiffs' Counsel, and Defendants that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

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

1.1 **“Action” or “Litigation”** means *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Other Labs Track)*: Civil Action No. 19-MD-2904, pending in the United States District Court for the District of New Jersey, which includes all underlying lawsuits filed against Defendants and consolidated therein and all

amendments to the pleadings therein. The Action and this Agreement resolve claims against Defendants Sonic Healthcare U.S.A., Aurora Diagnostics LLC, CPL, and Austin Path only and do not resolve claims against other defendants in parallel litigation arising out of the Security Incident.

1.2 **“Agreement” or “Settlement Agreement”** means this agreement, exhibits, and the settlement embodied herein.

1.3 **“Attorneys’ Fees and Expenses”** means the attorneys’ fees that Plaintiffs’ Counsel request the Court to approve for payment from the Settlement Fund as compensation for Plaintiffs’ Counsel’s work in prosecuting and settling the Action, and payment of litigation expenses incurred.

1.4 **“Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement, pursuant to the Settlement Benefits Plan.

1.5 **“Claim Form”** means the claim form 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 attached hereto.

1.6 **“Claims Deadline”** means the deadline for Claims submitted pursuant to Paragraphs 10.1(b) through (c) and 10.3 of the Agreement.

1.7 **“Court”** means the United States District Court for the District of New Jersey.

1.8 **“Days”** means calendar days, unless specified otherwise.

1.9 **“Defendants’ Counsel”** means the counsel of record for the Defendants in the Litigation.

1.10 **“Effective Date”** means the first date by which all of the events and conditions specified in Paragraph 11.1 herein have occurred and been met.

1.11 **“Escrow Account”** means the segregated escrow account maintained by the Escrow Agent into which Defendants shall make payments for the establishment of the Settlement Fund.

1.12 **“Escrow Agent”** means Citibank.

1.13 **“Final”** means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court through entry of the Final Approval Order; (ii) the Court has entered a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, 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.

1.14 **“Final Approval Order”** means an order entered by the Court after the Final Fairness Hearing, which finally approves the Settlement Agreement.

1.15 **“Final Fairness Hearing”** means the hearing the Court will hold to consider the fairness of the settlement as provided by Fed. R. Civ. P. 23(e)(2).

1.16 **“First Amended Complaint” or “FAC”** means the latest iteration of Plaintiffs’ Complaint against Defendants pending before the Court and filed by Plaintiffs on March 31, 2022, and styled as “First Amended Consolidated Class Action Complaint: Sonic Healthcare USA and Related Subsidiaries and Laboratories.”

1.17 **“Judgment”** means a final judgment rendered by the Court, which dismisses Defendants with prejudice and fully resolves the Litigation without material change to the terms and conditions set forth in the Agreement herein.

1.18 **“Long Form Notice”** means the long form notice of settlement posted on the Settlement Website, attached hereto as Exhibit C.

1.19 **“Medical Shield Pro”** means those monitoring services provided by CyEx pursuant to its Medical Shield Pro product, consistent with Exhibit E.

1.20 **“Net Settlement Fund”** means the monies remaining in the Settlement Fund after the payment of Notice and Settlement Administration Costs, Attorneys’ Fees and Expenses, Service Awards, Tax Expenses, Taxes, and Tax-Related Expenses, and costs for procurement of Medical Shield Pro.

1.21 **“Notice and Settlement Administration Costs”** means all costs incurred or charged by the Settlement Administrator in connection with providing notice to Settlement Class Members and administering the settlement, including all settlement benefits.

1.22 **“Notice Date”** means forty-five (45) days after entry of the Preliminary Approval Order.

1.23 **“Objection Date”** means the date by which Settlement Class Member objections must be received by the Settlement Administrator, or in the alternative, filed with the Court.

1.24 **“Opt-Out Date”** means the date by which Settlement Class Members must mail or otherwise submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. To the extent there is no postmark date, the date of mailing shall be deemed three days prior to receipt of the request for exclusion.

1.25 **“Out-of-Pocket Losses”** means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Security Incident, and that have not already been reimbursed by a third party, as set forth in the Settlement Benefits Plan. Out-of-Pocket Losses may include bank fees, postage, copying, mileage, telephone charges, and notary charges, and costs incurred as a result of purchasing credit monitoring or other identity theft insurance services, between August 1, 2018, and the Claims Deadline.

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

1.27 **“Personal Information”** means names, dates of birth, Social Security numbers, addresses, credit card information, bank information, or medical provider-related information that Plaintiffs contend could potentially have been accessed without authorization as a result of the Security Incident.

1.28 **“Plaintiffs’ Counsel”** means: Attorneys James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Lead Class Counsel”); Joseph J. DePalma of Lite DePalma Greenberg & Afanador, LLC; and Justin J. Hawal of DiCello Levitt LLP.

1.29 **“Preliminary Approval Order”** means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in Exhibit F attached hereto.

1.30 **“Related Entities”** means each of Defendants’ past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors,

assigns, directors, officers, their current and former affiliates (including, but not limited to, American Esoteric Laboratories, CBLPath, Inc., Sunrise Medical Laboratories, Inc., Laboratory Medicine Consultants, Ltd., South Texas Dermatology Lab, PLLC, Pathology Solutions, LLC, Seacoast Pathology, Inc., Arizona Dermatopathology, Western Pathology Consultants, Ltd., and Laboratory of Dermatology ADX, LLC), divisions, parents, subsidiaries, customers, representatives, officers, directors, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers, successors and assigns, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

1.31 **“Released Claims”** shall collectively mean all claims against Defendants and the Related Entities, as defined above. “Released Claims” shall include any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown, existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the facts alleged in the FAC or any prior complaints, Defendants’ information security policies and practices, or Defendants’ transmission of information to third party vendors, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law.

1.32 **“Released Parties”** means Defendants, Related Entities, and each and every one of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments,

owners, members, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of their predecessors, successors, officers, directors, employees, advisors, vendors, customers, shareholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

1.33 **“Security Incident”** means the cybersecurity incident reported by AMCA as affecting its computer systems between approximately August 1, 2018 and March 30, 2019.

1.34 **“Service Awards”** means the awards, if any, granted by the Court for named Plaintiffs’ institution, prosecution, and substantial participation in the Litigation to be paid from the Settlement Fund.

1.35 **“Settlement Administration”** means the work of disseminating the Long Form and Short Form Notices, processing Claims under the Settlement Benefits Plan, and other administrative work performed by the Settlement Administrator related to this Agreement.

1.36 **“Settlement Administrator”** means Kroll Settlement Administration, LLC, an independent settlement administrator mutually agreed to by the Parties and approved by the Court.

1.37 **“Settlement Benefits Plan”** means the plan for processing Claims for, and distributing settlement benefits to, Settlement Class Members, which shall be presented by Plaintiffs’ Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order, attached hereto as Exhibit D.

1.38 **“Settlement Class”** means:

- (a) Those individuals to whom CPL, or AMCA on behalf of CPL, sent notice that their information was involved or may have been involved in the Security Incident affecting AMCA.

(b) Those individuals to whom Austin Path, or AMCA on behalf of Austin Path, sent notice that their information was involved or may have been involved in the Security Incident affecting AMCA.

The Settlement Class specifically excludes: (i) Defendants and their officers and directors; (ii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

1.39 “**Settlement Class Data**” means data regarding Settlement Class Members to be provided to the Settlement Administrator containing the full names and current or last known addresses for Settlement Class Members, subject to the Settlement Administrator signing any Business Associate Agreement requested by the Parties.

1.40 “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class, or their respective successors or assigns, who do not timely and validly request exclusion from the Settlement Class.

1.41 “**Settlement Class Notice**” means the Long Form Notice and Short Form Notice, including dissemination via electronic email.

1.42 “**Settlement Class Representatives**” means and includes each of the following individuals named Plaintiffs in the FAC: Gwendolyn Anderson and Tonda Tate.

1.43 “**Settlement Fund**” means a cash settlement fund for the benefit of Settlement Class Members that Defendants have agreed to pay or caused to be paid, subject to the terms and conditions set forth herein, in the amount of Six Million, Four Hundred Thirty-Eight Thousand, Five Hundred Seventy Eight Dollars and Twenty Cents (\$6,438,578.20). The “Settlement Fund”

constitutes the total financial obligation of Defendants related to the Agreement and from which all payments and financial obligations contemplated by the Parties hereunder shall be paid without any further financial obligation of any kind on the part of Defendants, including, but not limited to, settlement benefits to Settlement Class Members, Notice and Settlement Administration Costs, Taxes, Tax Expenses, Tax-Related Expenses, any Attorneys' Fees and Expenses, any Service Awards, and any costs and fees related to the Class Action Fairness Act of 2005 28 U.S.C § 1715 ("CAFA") notice.

1.44 **"Settlement Website"** means a website created by the Settlement Administrator, the URL for which is to be mutually selected by the Parties, that will inform the Settlement Class of the terms of this Settlement Agreement, their rights, dates, and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Claim online.

1.45 **"Short Form Notice"** means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will inform Settlement Class Members of, among other things, the Settlement Website, the Claims Deadline, the Opt-Out and Objection Dates, and the scheduled date of the Final Fairness Hearing.

1.46 **"Tax Expenses"** means expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns.

1.47 **"Taxes and Tax-Related Expenses"** means: (a) any and all applicable taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendants or their counsel with respect to any income or gains earned by or in respect of the

Settlement Fund; (b) any other taxes, duties and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (c) any and all expenses and liabilities incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.48 **“Unknown Claims”** means any of the Released Claims that Plaintiffs and Settlement Class Members 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 decision 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 and Settlement Class Members 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 and Settlement Class Members 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 subject matter of the Released Claims, but Plaintiffs and Settlement Class Members expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released

Claims. The Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. The Settlement Fund

2.1 Defendants will fund or cause to be funded a Settlement Fund in the amount of \$6,438,578.20 to be administered by the Settlement Administrator. The Settlement Fund will be paid in two installments: (i) within thirty (30) days following entry of preliminary approval by the Court and the Settlement Administrator providing to Defendants a reasonably detailed written statement of the amount estimated by the Settlement Administrator to pay the Settlement Administration Costs anticipated to be incurred up to the Final Approval Hearing, Defendants will pay to the Settlement Fund Escrow Account the amount estimated by the Settlement Administrator to pay the Settlement Administration Costs anticipated to be incurred up to the Final Approval Hearing with such amount not to exceed \$2,500,000; and (ii) the remaining balance within thirty (30) days after the later of the Effective Date or July 15, 2026. Aside from payment of the Settlement Fund, Defendants will not have any other financial obligation under the settlement, and under no circumstances will Defendants be responsible for or have any liability associated with taxes related to the Settlement Fund. The Parties acknowledge that the settlement consideration set forth herein was negotiated based on Defendants' current estimate of the size of the Settlement Class and eligible class population, and nothing in this Agreement shall be construed as a separate guarantee of any per-capita recovery amount.

2.2 The Settlement Fund shall be used to fund the following: (i) all Notice and Settlement Administration Costs; (ii) any Court-awarded Attorneys' Fees and Expenses; (iii) any Service Awards; (iv) any Taxes, Tax Expenses, and Tax-Related Expenses related to the Settlement Fund; (v) all notice costs required by CAFA, and (vi) all other benefits to the Settlement

Class. Any amount remaining in the Settlement Fund after payment of all of the above shall be paid as set forth in the Settlement Benefits Plan and as approved by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

2.3 The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated or if approval is reversed on appeal, as described in Paragraphs 11.2, 11.3, and 11.4.

2.4 Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining or prosecuting any of the Released Claims against Defendants, as more fully described in the Settlement Agreement and Notice.

2.5 The Parties agree that the Escrow Account containing the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation

(“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund. Further, the Settlement Administrator, within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and the Escrow Agent shall pay from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. 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. 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.

2.6 The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 11.2, 11.3, and 11.4.

2.7 Taxes, Tax Expenses, and Tax-Related Expenses relating to the Settlement Fund shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes, Tax Expenses, and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties

and their respective counsel have made no representation or warranty with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds in connection with his, her or its benefits under this settlement.

3. Notice and Settlement Administration

3.1 All Notice and Settlement Administration Costs, including, without limitation, all fees and expenses of the Settlement Administrator, shall be paid from the Settlement Fund.

3.2 Within five (5) business days after entry of the Preliminary Approval Order, the Settlement Administrator will be provided the Settlement Class Data that include(s) the full names and current or last known mailing addresses for each individual in the Settlement Class, to the extent reasonably available. The Parties agree that, to the extent email addresses are available for any Settlement Class Members, email notice is the best notice practicable under the circumstances under Fed. R. Civ. P. 23(c)(2)(B).

3.3 The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement. At least one of Plaintiffs' counsel and one of Defendants' counsel shall be included on all substantive communications with the Settlement Administrator concerning the form and content of Settlement Class Notice whether written or oral. The Settlement Administrator also must consult with Plaintiffs' Counsel and Defendants' Counsel on material decisions regarding claims administration.

3.4 The Parties, Plaintiffs' Counsel, Defendants' Counsel, and Defendants' insurers and reinsurers shall not have any liability whatsoever with respect to (i) 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; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses from the Settlement Fund.

3.5 The Settlement Administrator shall indemnify and hold harmless the Parties, Plaintiffs' Counsel, Defendants' Counsel, and Defendants' insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Settlement Benefits Plan and the administration of the Settlement Agreement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax- Related Expenses from the Settlement Fund.

4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Person's intent to opt-out of the Settlement Class and must include the name of the proceeding, the individual's full name, current address, telephone number, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement. So-called

“mass” or “class” opt-outs shall not be allowed, as set forth in Paragraph 4.4 below. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Settlement Class Members (Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in Paragraph 4.1 above) shall be bound by the terms of this Settlement Agreement and Final Approval Order and Judgment entered thereon.

4.3 The Notice must clearly state that any Settlement Class Member who does not file a timely Opt-Out request in accordance with this Section will lose the opportunity to exclude himself or herself from the Settlement Agreement and will be bound by the Settlement Agreement.

4.4 No Person shall exercise any exclusion rights of any other person, or (a) Opt-Out individuals as a group, in the aggregate, or as a class involving more than one Person; or (b) opt-out more than one Person on a single notice, or as an agent or representative. Any such purported Opt-Out requests shall be void, and the Person(s) who is or are the subject of such purported Opt-Out requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Releases contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Opt-Out request.

4.5 Within seven (7) days after the deadline for Opt-Outs as set forth in this Section and as approved by the Court, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid Opt-Outs. If a Person submits both a Claim and an Opt-Out, the Settlement Administrator will advise such Person via email, unless there is no email address for the Person, in which case the notification shall be via mail, and request that the Person withdraw

either the Claim or the Opt-Out. If such Person does not withdraw the Claim or Opt-Out within seven (7) days, the Person will be deemed to have waived and withdrawn the Opt-Out and shall be treated as a Settlement Class Member for all purposes.

4.6 The Parties and their respective counsel agree that they will make no effort to suggest, solicit, facilitate, or otherwise encourage a Person to Opt-Out of the Settlement Class.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address; (ii) the case name and docket number: *In re American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (JKS) (MAH) (D.N.J.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) the identity of all class action cases in which the objector or his or her counsel has objected; (vii) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (viii) the objector's personal signature. To be timely, written notice of an objection in the appropriate form must be received, no later than sixty (60) days after the Notice Date, by the Settlement Administrator at the Post Office box designated in the Long Form Notice. The objector or their counsel may also file their objection with the Court through the Court's ECF system, with service on Plaintiffs' Counsel and Defendants' Counsel, to be made through the ECF system. For

all objections mailed to the Settlement Administrator, Plaintiffs' Counsel shall file them with the Court as an exhibit to Plaintiffs' motion for final approval.

5.2 The Notice must set forth the time and place of the Final Fairness Hearing scheduled by the Court that the objector may choose to attend, and notify any objector that he or she may be required to appear for deposition regarding the grounds for their objection and must provide along with their objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five (5) days before the Final Fairness Hearing. The Notice shall also state that any Settlement Class Member who does not file a timely and valid objection in accordance with this Section waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 5.1, or fails to provide dates for a deposition or otherwise appear for a noticed deposition per Paragraph 5.2, shall waive and forfeit any and all rights he or she may have to appear separately and 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 Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order, or the Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Settlement Class Certification

6.1 The Parties agree, for purposes of this settlement only, to the certification of the Settlement Class under Fed. R. Civ. P. 23(b)(3). 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 or otherwise, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification 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. Defendants reserve the right to contest class certification for all other purposes.

6.2 The Parties acknowledge that there has been no stipulation or agreement as to the class or certification for any purpose other than effectuating the settlement, and that if the Effective Date, for whatever reason, fails to occur, any stipulation or agreement as to the class or certification becomes null and void *ab initio*; this Settlement Agreement or any other settlement-related statement shall not be cited in support of an argument for certifying any class for any purpose related to this Action or any other proceeding; and any orders preliminarily or finally approving the certification of any class contemplated by the Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any Person or entity in support of claims or defenses or in support or in opposition to a class certification motion.

7. Releases

7.1 As of the Effective Date, all Settlement Class Members, including the Settlement Class Representatives, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, representatives, and any other Person purporting to claim on their

behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against Released Parties.

7.2 The Released Claims include the release of Unknown Claims. Upon the Effective Date, Plaintiffs and the Settlement Class Members shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

7.3 Upon the Effective Date, Plaintiffs and the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

7.4 Upon the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendants may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution,

prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

8. Plaintiffs' Counsel's Attorneys' Fees and Expenses, and Service Award Payments to Plaintiffs

8.1 The Parties have agreed that, as part of the settlement, the Court shall determine the amount of any award of Attorneys' Fees and Expenses to be paid from the Settlement Fund.

8.2 Plaintiffs' Counsel shall submit a motion to the Court requesting an award of attorneys' fees not to exceed thirty-four percent (34%) of the Settlement Fund, plus accrued interest thereon, plus payment of Plaintiffs' Counsel's incurred litigation expenses no later than 90 days after the issuance of the Preliminary Approval Order (15 days before the Objection and Opt-Out Dates).

8.3 Any Attorneys' Fees and Expenses awarded by the Court ("Fee Award") shall be paid from the Settlement Fund to Plaintiffs' Counsel thirty (30) days after the Effective Date.

8.4 To the extent applicable, and unless otherwise ordered by the Court, Plaintiffs' Lead Class Counsel shall have the sole and absolute discretion to allocate any Attorneys' Fees and Expenses awarded by the Court amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Defendants and their insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

8.5 Plaintiffs may move the Court for Service Award payments in an amount up to \$5,000.00 to each individual Plaintiff in light of Plaintiffs' institution, prosecution, and substantial participation in the Litigation to be paid from the Settlement Fund. If the Court awards less than Plaintiffs request in Service Awards or attorneys' fees and expenses, the difference will remain in the Settlement Fund to be used for the benefit of the Settlement Class Members. Service Awards ordered by the Court shall be paid within twenty (20) days of the Effective Date of the Settlement.

8.6 In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses and/or the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the attorneys' fees and costs and/or Service Awards shall constitute grounds for termination of this Agreement or impact the finality or effectiveness of this Agreement.

8.7 Except for any Attorneys' Fees or Expenses paid out of the Settlement Fund as set forth herein and approved by the Court, Plaintiffs and Settlement Class Members shall be responsible for their own attorney's fees and all expenses and costs associated with the Action. Defendants and their insurers and reinsurers shall have no liability or responsibility for any such attorneys' fees and costs beyond those paid out of the Settlement Fund.

8.8 In the event the Effective Date does not occur, or the Fee Award is reversed or modified, or the Settlement is canceled or terminated for any other reason, and such reversal, modification, cancellation, or termination becomes final and not subject to review, and in the event the Fee Award has been paid to any extent, then Plaintiffs' counsel who received any part of the Fee Award shall be obligated, within ten (10) days of receiving notice from Defendants, Defendants' counsel, or a court of appropriate jurisdiction, to refund all fees and expenses paid to them, including interest. As a condition of receiving any of the Fee Award, each Plaintiffs' counsel's law firm, on behalf of itself and each partner and/or shareholder, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for purposes of enforcing this provision, and each are jointly and severally liable and responsible for any required repayment. Plaintiffs' Counsel further stipulate, warrant, and represent, that they have both the

actual and apparent authority to enter into this provision on behalf of the law firms. In the event Plaintiffs' Counsel and/or their law firms fail to repay any amounts that are owed pursuant to this provision, the Court may issue orders, including but not limited to judgments and attachment orders, and make appropriate findings for sanctions for contempt of Court.

9. Preliminary Approval Order

9.1 Plaintiffs' Counsel shall file a motion for preliminary approval of the settlement with the Court, attaching as an exhibit this Settlement Agreement and requesting entry of the proposed Preliminary Approval Order (Exhibit F), including the timeline provided therein, requesting, *inter alia*:

- (a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 6.1;

- (b) preliminary approval of the Settlement Agreement, including the Releases, as set forth herein;

- (c) appointment of Plaintiffs' Counsel to represent the Settlement Class;

- (d) appointment of Plaintiffs as Settlement Class Representatives;

- (e) approval of the Short Form Notice to be mailed to the Settlement Class;

- (f) approval of the Long Form Notice to be posted on the Settlement Website, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective positions, statements that the Persons in the Settlement Class are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for making Claims to the extent contemplated herein, and the date, time, and place of the Final Fairness Hearing;

(g) approval of the Claim Form to be used by Settlement Class Members to make a Claim;

(h) preliminary approval of the notice plan and the Settlement Benefits Plan;

(i) appointment of Kroll Settlement Administration as the Settlement Administrator; and

(j) appointment of Citibank as Escrow Agent.

10. Settlement Administration and Settlement Class Notice

10.1 Notice shall be provided to the Settlement Class by the Settlement Administrator as follows:

(a) No later than five (5) days after entry of the Preliminary Approval Order, the Settlement Administrator shall be provided with the Settlement Class Data, as set forth in Paragraph 3.2. The Settlement Class Data shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide data and information in its possession to the Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Data;

(b) Prior to the dissemination of Notice, the Settlement Administrator shall establish the Settlement Website that will inform the Settlement Class of the terms of this Settlement Agreement, their rights, applicable dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download the following documents: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; (vi) Plaintiffs'

Motion for Attorneys' Fees and Expenses and Service Awards; and (vii) any other materials agreed upon by the Parties or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall not include any advertising and be deactivated 30 days following distribution of all settlement benefits pursuant to the Settlement Benefits Plan;(c) Short Form Notice: Within forty-five (45) days after the entry of the Preliminary Approval Order ("Notice Date"), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator shall provide the Short Form Notice to the Settlement Class via email, or via mail where no email address is reasonably available. Before any emailing or mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses from the Settlement Class Data through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;

(c) In the event that a Short Form Notice is returned to the Settlement Administrator, either by bounce back of the email or by the USPS because the address of the recipient is no longer valid, 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;

(d) In the event that subsequent to the first emailing or mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by bounce back of the email or by the USPS because the address of the recipient is no longer valid, 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 (7) days of receiving such information. This shall be the final requirement for mailing;

(e) 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 Settlement Website throughout the period during which Claims can be submitted;

(f) A toll-free help line with an IVR system and live agents shall be made available to provide the Settlement Class 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; and

(g) Contemporaneously with seeking Final Approval of the Settlement, Plaintiffs' Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator, on behalf of Defendants, shall timely serve notice of the settlement as required by CAFA, 28 U.S.C. § 1715. Any and all costs and fees related to any notice of the settlement required by CAFA shall be paid from the Settlement Fund.

10.3 The Settlement Administrator shall administer and process the Claims submitted by Settlement Class Members pursuant to the Settlement Benefits Plan. The Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel reports as to both Claims

and benefits distribution, and Plaintiffs' Counsel and Defendants' Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is valid shall be binding, subject to the process set forth in the Settlement Benefits Plan. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

10.4 All Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, Defendants, Plaintiffs' Counsel, Plaintiffs, Defendants' Counsel, or Defendants' insurers and/or reinsurers based on distributions of benefits to Settlement Class Members as provided for herein.

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 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 as set forth by Paragraph 9.1;
- (b) the Court has entered the Final Approval Order and Judgment; and
- (c) the Judgment has become Final and no longer subject to appeal, as defined in Paragraph 1.13.

11.2 If all conditions specified in Paragraph 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 11.4 unless Plaintiffs' Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 In addition, Defendants shall have the right to terminate the Settlement Agreement, subject to Paragraph 11.4, if more than a certain number of Persons timely submit requests to Opt-Out of the settlement, which is set forth in the confidential Attachment A hereto. Defendants shall have five (5) business days after being provided the final list of opt-outs by the Settlement Administrator to exercise this right at Defendants' sole discretion. Should Defendants choose to exercise this right, they can do so via written notice to Plaintiffs' counsel James E. Cecchi and Caroline F. Bartlett by email or mail.

11.4 In the event that the Settlement Agreement, the Exhibits attached hereto, or the releases set forth in Paragraphs 7.1 through 7.4 above are not approved or are materially modified by the Court, including any material modification to the class definition, release scope, claims process, and benefits structure or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Parties shall be restored to their respective positions in the Litigation 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, (ii) money remaining in the Settlement Fund less amounts already billed or incurred for Notice and Settlement Administration Costs will be returned to Defendants, and (iii) 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 Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. 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 and Expenses or Service Awards to the Plaintiffs shall constitute grounds for cancellation or termination of the Settlement Agreement.

12. Notices

12.1 All notices to Plaintiffs' Counsel provided in this Settlement Agreement shall be sent by e-mail and First Class mail to:

James E. Cecchi, Esq.
Carella Byrne Cecchi Brody Agnello, P.C.
5 Becker Farm Road
Roseland, NJ 07068
JCecchi@carellabyrne.com

12.2 All notices to Defendants' Counsel provided in this Settlement Agreement shall be sent by e-mail and First Class mail to:

Bradley J. Bartolomeo, Esq.
Lewis Brisbois Bisgaard & Smith, LLP
7 World Trade Center, 250 Greenwich Street, 11th Floor
New York, NY 10007
Bradley.Bartolomeo@lewisbrisbois.com

13. Miscellaneous Provisions

13.1 The Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise reasonable efforts to accomplish the terms and conditions of this Settlement Agreement.

13.2 The Parties agree that the Action is being settled voluntarily by the Parties after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

13.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) 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 Released Parties; or (ii) 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 Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and 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 similar defense or counterclaim.

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

13.5 This Agreement contains the entire understanding between Defendants and Plaintiffs regarding settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendants and Plaintiffs in connection with settlement of the Litigation. Except as otherwise provided herein, each party shall bear its own costs.

13.6 The Parties and their Counsel shall not, at any time, make disparaging public statements regarding Defendants, the Settlement or the Action.

13.7 Any exhibits to this Settlement Agreement and any exhibits thereto are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

13.8 Plaintiffs' 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 non-material 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.

13.9 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.

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

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

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

13.13 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

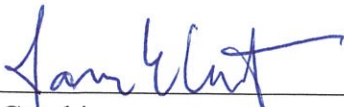
13.14 All dollar amounts are in United States dollars (USD).

13.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

SIGNATURES ON FOLLOWING PAGES

On behalf of the Settlement Class, including Gwendolyn Anderson and Tonda Tate:

Dated: April 30, 2026

By: 
James E. Cecchi
Carella, Byrne, Cecchi, Brody & Agnello, P.C.
Lead Counsel for Plaintiffs and the Settlement Class

Dated: _____

By: _____
Joseph J. DePalma
Lite DePalma Greenberg & Afanador, LLC
Counsel for Plaintiffs and the Settlement Class

Dated: _____

By: _____
Justin J. Hawal
DiCello Levitt LLP
Counsel for Plaintiffs and the Settlement Class

On behalf of the Settlement Class, including Gwendolyn Anderson and Tonda Tate:

Dated: _____

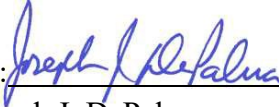
By: _____

James E. Cecchi

Carella, Byrne, Cecchi, Brody & Agnello, P.C.

Lead Counsel for Plaintiffs and the Settlement Class

Dated: April 30, 2026

By:  _____

Joseph J. DePalma

Lite DePalma Greenberg & Afanador, LLC

Counsel for Plaintiffs and the Settlement Class

Dated: April 30, 2026

By:  _____

Justin J. Hawal

DiCello Levitt LLP

Counsel for Plaintiffs and the Settlement Class

On behalf of Sonic Healthcare U.S.A., Aurora Diagnostics, LLC, Clinical Pathology Laboratories, Inc., and Austin Pathology Associates:

Dated: 5/4/26

By: 

Bradley J. Bartolomeo
Lewis Brisbois Bisgaard & Smith, LLP
*Counsel for Sonic Healthcare U.S.A., Aurora
Diagnostics, LLC, Clinical Pathology Laboratories,
Inc., and Austin Pathology Associates*

Attachment A

Pursuant to Paragraphs 11.3 and 11.4 of the Agreement, the number of Persons to validly request exclusion is 2,000.