

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

The Superior Court of the State of Delaware

Dunlop, et al., v. Bayhealth Medical Center, Inc.

Case No. N25C-10-167

A Court has authorized this Long Form Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are a Person Who is Identified on the Settlement Class List, Which Includes All Individuals Residing in the United States Whose Personal Information was Potentially Compromised in the Data Incident Discovered by Bayhealth in July 2024, Including All Those Individuals Who Received Notice of the Data Incident, You Are Eligible to Receive a Settlement Benefit from a Class Action Settlement

- A Court authorized this Notice, to those that are eligible to receive Settlement benefits from a proposed class action Settlement. The Action is titled *Dunlop, et al. v. Bayhealth Medical Center, Inc.*, Case No. N25C-10-167 and is pending in the Superior Court of the State of Delaware. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is Bayhealth Medical Center, Inc. (“Defendant” or “Bayhealth”). Bayhealth denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

The persons who are identified on the Settlement Class List prepared by Defendant, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Bayhealth in July 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following Settlement benefits:
 - ❖ **Pro Rata Cash Payment:** All Settlement Class Members may submit a claim for a *Pro Rata* Cash Payment from the Net Settlement Fund, **estimated at \$60**, with the final payment amounts adjusted up or down depending on the number of Approved Claims submitted, by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline;
 - ❖ **Reimbursement for Out-of-Pocket Losses:** In addition to the *Pro Rata* Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for **up to \$5,000** for reimbursement of Out-of-Pocket Losses.

IN ADDITION TO A SETTLEMENT PAYMENT, ALL SETTLEMENT CLASS MEMBERS MAY ALSO SUBMIT A CLAIM FOR THE FOLLOWING:

- ❖ **Medical Monitoring Services:** All Settlement Class Members are eligible to enroll in two (2) years of Medical Monitoring Services.

In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Medical Monitoring Services are not sufficient to make payment for the full amount of the Approved Claims for *Pro Rata* Cash Payments (i.e., \$60 per Approved Claim), then the value of the Approved Claims for *Pro Rata* Cash Payments shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. The *Pro Rata* Cash Payment amount may also be increased based on the amount of the Net Settlement Fund and the number of Approved Claims submitted. To ensure that the maximum amount of the Net Settlement Fund is distributed, following the payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Medical Monitoring Services, the amount remaining in the Net Settlement Fund shall be divided by the number of Settlement Class Members who submit Approved Claims for *Pro Rata* Cash Payments and allocated on a *pro rata* basis to all Settlement Class Members who submitted Approved Claims for *Pro Rata* Cash Payments

- To obtain more information visit **www.BayhealthDataIncidentSettlement.com** or call toll-free (833) 754-4833.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement benefit from the Settlement.	Submitted or postmarked on or before April 20, 2026 .
Exclude Yourself by Opting Out of the Settlement Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Bayhealth relating to the Data Incident.	Mailed and postmarked on or before the Opt-Out Deadline of March 23, 2026 .
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Fee Award and Costs. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on June 5, 2026, at 10:00 a.m. ET , about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before the Objection Deadline of March 23, 2026 .
Do Nothing	You will not receive any Settlement benefit from this class action Settlement but will remain a Settlement Class Member and be bound by the releases.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

Questions? Go to www.BayhealthDataIncidentSettlement.com or call (833) 754-4833

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BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give Final Approval to the Settlement. This Notice explains the nature of the Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Francis J. Jones Jr. of the Superior Court of the State of Delaware is overseeing this case captioned as *Dunlop, et al. v. Bayhealth Medical Center, Inc.*, Case No. N25C-10-167. The people who brought the lawsuit are called the “Plaintiffs”. The company being sued, Bayhealth Medical Center, Inc., is called the “Defendant.”

2. What is the Action about?

Plaintiffs have filed a Complaint against Defendant in the Superior Court of the State of Delaware relating to a Data Incident affecting Defendant which Defendant discovered on or around July 31, 2024, and asserted claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

Bayhealth denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Bayhealth has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class”, and the individuals are called “Settlement Class Members”. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Class Representatives or Bayhealth. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are affected by the Settlement and potentially a Settlement Class Member if you are a person who is identified on the Settlement Class List prepared by Defendant, which includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by Bayhealth in July 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

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

If you are not sure whether you are included in the Settlement, you may call (833) 754-4833 with questions. You may also write with questions to:

Dunlop, et al., v. Bayhealth Medical Center, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides for a Settlement Fund of \$2,500,000 that is used to pay: (i) all Notice and Administrative Expenses including Taxes and Tax-Related Expenses; (ii) approved Out-of-Pocket Loss Claims; (iii) approved *Pro Rata* Cash Payments; (iv) Approved Claims for Medical Monitoring Services; (v) Service Award Payments to Class Representatives; and (vi) Attorneys' Fee Award and Costs and Litigation Costs and Expenses.

8. What Settlement benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a) ***Pro Rata* Cash Payment:** All Settlement Class Members may submit a claim for a *Pro Rata* Cash Payment from the Net Settlement Fund, estimated at \$60, with the final payment amounts adjusted up or down depending on the number of claims submitted, by submitting a Claim Form to the Settlement Administrator no later than the Claims Deadline;
 - Documentation or additional information is not necessary to claim a *Pro Rata* Cash Payment.
 - In the event that funds remaining in the Net Settlement Fund after the payment for Approved Claims for Out-of-Pocket Losses and Medical Monitoring Services are not sufficient to make payment for the full amount of the Approved Claims for *Pro Rata* Cash Payments (i.e., \$60 per Approved Claim), then the value of the Approved Claims for *Pro Rata* Cash Payments shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. The *Pro Rata* Cash Payment amount may also be increased based on the amount of the Net Settlement Fund and the number of Approved Claims submitted. To ensure that the maximum amount of the Net Settlement Fund is distributed, following the payment of Approved Claims for Out-of-Pocket Losses and Approved Claims for Medical Monitoring Services, the amount remaining in the Net Settlement Fund shall be divided by the number of Settlement Class Members who submit Approved Claims for *Pro Rata* Cash Payments and allocated on a *pro rata* basis to all Settlement Class Members who submitted Approved Claims for *Pro Rata* Cash Payments.
- b) **Reimbursement for Out-of-Pocket Losses:** In addition to the *Pro Rata* Cash Payment, all Settlement Class Members may submit a claim for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for up to \$5,000 for reimbursement of Out-of-Pocket Losses.

Questions? Go to www.BayhealthDataIncidentSettlement.com or call (833) 754-4833

- “*Out-of-Pocket Losses*” are unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident including, without limitation, the following: (i) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of class member’s Personal Information; (ii) costs incurred on or after July 31, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Settlement Class Members who elect to submit a claim for Reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member’s name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source.
- Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” by the Settlement Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.
- Settlement Class Members shall not be reimbursed for Out-of-Pocket Losses if they have already been reimbursed for the same Out-of-Pocket Losses by another source. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for a *Pro Rata* Cash Payment and Medical Monitoring Services but in no circumstance will a Settlement Class Member be eligible to receive more than the \$5,000 cap.

In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Out-of-Pocket Losses, then the value of the payments for Approved Claims for Out-of-Pocket Losses shall be reduced on a *pro rata* basis, such that the aggregate value of all payments for Approved Claims for Out-of-Pocket Losses does not exceed the Net Settlement Fund. In such an event, no Net Settlement Funds will be distributed for Approved Claims for *Pro Rata* Cash Payments.

In addition to a Settlement Payment, Settlement Class Members may also submit a Claim for:

- c) **Medical Monitoring Services:** All Settlement Class Members that submit an Approved Claim Form are eligible to enroll in two (2) years of Medical Monitoring Services. These services include one-bureau credit monitoring; dark web monitoring; real-time inquiry alerts; and \$1,000,000 in identity theft insurance, among other features.
 - The Settlement Administrator will send an activation code to each valid Medical Monitoring Services claimant after Final Approval of the Settlement. Codes will be active for 180 days after the date of mailing and may be used to activate the full term if used at any time during that 180-day period. Medical Monitoring expenses, the administration of which will be undertaken by the Settlement Administrator and overseen by Class Counsel, will be paid for from the Settlement Fund.

In the event that the funds remaining in the Net Settlement Fund are not sufficient to make payment for those Approved Claims for Medical Monitoring Services, then the duration of the Medical Monitoring Services shall be reduced to one (1) year.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement benefit?

To receive a Settlement benefit, you must complete and submit a Claim Form online at www.BayhealthDataIncidentSettlement.com or by mail to *Dunlop, et al., v. Bayhealth Medical Center, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **April 20, 2026**, or by mail **postmarked by April 20, 2026**.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM,
YOU MUST FILE A CLAIM FORM ONLINE AT
WWW.BAYHEALTHDATAINCIDENTSETTLEMENT.COM**

10. When will I get my Settlement benefit?

The Court will hold a Final Approval Hearing on **June 5, 2026, at 10:00 a.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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

Bayhealth and its affiliates will receive a release from all claims that could have been or that were brought against Bayhealth relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Bayhealth, and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of its past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, agents and/or third-party administrators thereof, subrogees and assigns of any of the foregoing, as well as clients of Defendant and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These releases are described in Section XII of the Settlement Agreement, which is available at www.BayhealthDataIncidentSettlement.com. If you have any questions, you can talk to Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

12. If I exclude myself, can I get a Settlement benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Bayhealth and any other Released Parties for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. Any Settlement Class Member who does not timely and validly submit a Request for Exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. You must mail your Request for Exclusion to the Settlement Administrator **postmarked by March 23, 2026**, to:

Dunlop, et al., v. Bayhealth Medical Center, Inc.
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement, and/or Fee Award and Costs, or some part of it by objecting to the Settlement. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, **postmarked by no later than March 23, 2026**.

COURT	CLASS COUNSEL
Clerk of the Court Leonard L. Williams Justice Center 500 North King Street Wilmington, DE 19801	Kenneth J. Grunfeld, Esq. Kopelowitz Ostrow P.C. One W. Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Raina C. Borrelli Strauss Borrelli PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, IL 60611
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Paulyne Gardner Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	<i>Dunlop, et al., v. Bayhealth Medical Center, Inc.</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box 225391 New York, NY 10150-5391

The written objection include:

- i) the name of the proceedings;
- ii) the Settlement Class Member's full name, current mailing address, and telephone number;
- iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- v) the identity of any attorneys representing the objector;
- vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and
- viii) the signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

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

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Kenneth J. Grunfeld of Kopelowitz Ostrow P.C. and Raina C. Borrelli of Strauss Borrelli PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel will file a motion for an award of attorneys' fees not to exceed one-third of the Settlement Fund (\$833,333.33), plus reasonable Litigation Costs and Expenses, to be paid from the Settlement Fund, and subject to Court approval. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will file a motion seeking a Service Award Payment not to exceed \$5,000 for each of the Class Representatives, for a total of \$15,000, in recognition of their contributions to this Action, subject to Court approval. The Service Award Payments approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund directly to the Class Representatives.

Any attorneys' Fee Award and Costs, Litigation Costs and Expenses, and Service Award Payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **June 5, 2026, at 10:00 a.m. ET**, at the Superior Court of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, Room 6A as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Fee Award and Costs and Service Award Payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website **www.BayhealthDataIncidentSettlement.com**, or calling **(833) 754-4833**.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be filed with the Court and mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the mailing addresses listed in **Question 15**, postmarked by no later than **March 23, 2026**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement benefits from this Settlement. If the Settlement is granted final approval and becomes final, you will not be able to start a lawsuit, **continue** with a lawsuit, or be part of any other lawsuit against Bayhealth or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.BayhealthDataIncidentSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 754-4833**.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free **(833) 754-4833**, or at the Contact page of the Settlement Website: **www.BayhealthDataIncidentSettlement.com**.

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**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT, OR CLASS
COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**