



EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Jane Doe, John Doe, and Jack Doe (“Plaintiffs”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 21), and Bayhealth Medical Center Inc. d/b/a Bayhealth, (“Bayhealth” or “Defendant”) (collectively the “Parties”), in the action *Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth* (Case No. N24C-09-002 FJJ) filed on or about September 10, 2024, in the Superior Court of the State of Delaware (the “Action”).

RECITALS

WHEREAS, Bayhealth is a health care system that provides a variety of health-related services in Delaware.

WHEREAS, on September 10, 2024, Plaintiffs Jane Doe, John Doe, and Jack Doe filed a Complaint against Defendant in the Superior Court of the State of Delaware related to Defendant’s alleged use of third-party tracking technology within segments of their websites and the patient portal websites operated by Bayhealth Web Properties Vendors (defined in Paragraph 25);

WHEREAS, on or around November 20, 2024, Defendant filed a Motion to Dismiss Plaintiffs Complaint. On or around December 20, 2024, Plaintiffs filed an Amended Complaint in the same Court, asserting materially similar causes of action;

WHEREAS, on or around January 24, 2025, Defendant filed its Motion to Dismiss Plaintiffs’ Amended Complaint, denying the allegations and causes of action pled, and otherwise denying any liability to Plaintiffs in any way. Plaintiffs responded with their opposition on or around February 24, 2025, and Defendant responded in support of its motion on or around March 10, 2025;

WHEREAS, the Court denied Defendant’s Motion to Dismiss as to Plaintiffs’ claims for negligence, breach of implied covenant of good faith and fair dealing, unjust enrichment, the Delaware Consumer Fraud Act, and breach of confidentiality;

WHEREAS, the Parties proceeded to engage in written discovery;

WHEREAS, the Parties subsequently agreed to mediate the Action;

WHEREAS, following the production of documents and information relating to the claims and defenses at issue, as well as prolonged and extensive arm’s length negotiations, including a mediation before Bruce Friedman, Esq. of JAMS, the Parties reached an agreement on the essential terms of a settlement;

WHEREAS, Plaintiffs and their counsel (“Settlement Class Counsel,” as defined in Paragraph 34), on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute

the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Settlement Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible as or in evidence as an admission as to the validity of any claim, fact, or defense alleged or asserted in this Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind whatsoever on the part of Released Parties.

NOW, THEREFORE, in exchange for the mutual promises, and other valuable consideration provided for in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.
2. “Cash Payment” means the \$25.00 cash payment that Settlement Class Members may select via a Claim Form pursuant to the Settlement.
3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for CyEx Privacy Shield and a Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.
4. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.
5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.
6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 45.
7. “Court” means the Superior State of Delaware in Georgetown, Delaware.

8. “CyEx Privacy Shield” means one (1) year of the CyEx Privacy Shield Pro product.
9. “Defendant’s Counsel” means Paulyne Gardner of Mullen Coughlin LLC.
10. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs, or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.
11. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.
12. “Final Approval Order and Judgment” means an order and judgment substantially in the form attached hereto as **Exhibit E** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Delaware Rules of Civil Procedure and is consistent with all material provisions of this Agreement. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.
13. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.
14. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.
15. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”).
16. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order.

17. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

18. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

19. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

20. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

21. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

22. “Personal Information” includes, but is not limited to, first and last name, IP address and health insurance information. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances. The use of the term “Personal Information” is not an admission that any of this information was improperly disclosed to any third party and Bayhealth continues to deny that any “Personal Information” was improperly disclosed to any third party.

23. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Delaware Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

24. “Bayhealth Web Properties” means the webpages located at the domain <https://www.bayhealth.org/>, with a website “button” linking website users to the Bayhealth MyChart patient portals’ login webpage (as well as the Bayhealth MyChart patient portal itself, all of which were available on websites operated by Bayhealth and/or Bayhealth Web Properties Vendors between 2019 and December 31, 2025).

25. “Bayhealth Web Properties Vendors” means the third-party vendors of Bayhealth or any of Bayhealth’s affiliates that operated any segments of the Bayhealth Web Properties on Bayhealth’s behalf, but only to the extent of their operation of Bayhealth Web Properties.

26. “Released Claims” means 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 (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from any Releasing Parties’ use of the Bayhealth Web Properties, which shall include without limitation, Defendant’s and/or Bayhealth Website Properties Vendors’ use of third-party tracking technologies on the Bayhealth Website Properties, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant’s and/or the Bayhealth Website Properties Vendors’ information security policies and practices, and/or Defendant’s and/or the Bayhealth Website Properties Vendors’ sharing of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or equity whatsoever.

27. “Released Parties” means Defendant and Bayhealth Website Properties Vendors and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant’s and the Bayhealth Website Properties Vendors respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

28. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

29. “Request for Exclusion” means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 54.

30. “Service Award Payment” means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Paragraph 67.

31. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as expressly stated in this Settlement Agreement.

32. “Settlement Administrator” means Simpluris, subject to Court approval.

33. “Settlement Class” means all Bayhealth patient portal users who have used the Bayhealth Web Properties as of December 31, 2025.

34. “Settlement Class Counsel” means Raina C. Borrelli of Strauss Borrelli PLLC and Joshua Jacobson of Jacobson Phillips PLLC.

35. “Settlement Class List” means the list of the names and current or last known email and mailing address information for Settlement Class Members, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

36. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

37. “Settlement Class Representatives” means Jane Doe, John Doe, and Jack Doe.

38. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

39. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 52.

40. “Tracking Pixels” means the Meta Pixel, Google Analytics, other third-party pixels, and any similar technologies that allow tracking of visitor activities on websites.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **CyEx Privacy Shield.** Settlement Class Members shall be offered an opportunity to enroll in one (1) year of CyEx Privacy Shield Pro.

42. **Cash Payment.** Settlement Class Members shall be offered an opportunity to elect a twenty-five dollar (\$25.00) cash payment.

43. **Prospective Relief.** Bayhealth shall implement all remedial measures necessary to ensure its Tracking Pixels on the Bayhealth Web Properties materially complies with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associate agreements with third-party providers of Tracking Pixels technologies.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

44. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180)

Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

45. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid and in so doing shall apply the following criteria:

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- e. To the extent the Settlement Administrator determines that a timely claim is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with Settlement Class Counsel and Defendant's Counsel in making these determinations.
- f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with all relevant documentation regarding the appeal. Settlement Class Counsel and Defendant's Counsel will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with Settlement Class Counsel and Defendant's Counsel separately or collectively.

46. **Payment.**

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendant. Within forty-five (45) days of receiving this accounting, Defendant, its insurer or its representative shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46.a.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

47. **Timing.** Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

48. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

49. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. **SETTLEMENT CLASS NOTICE**

50. **Timing of Notice.** Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

51. **Form of Notice.** Notice shall be disseminated via email or, if a valid email address is not available, postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

52. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

53. **Cost of Notice and Administration.** Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 41-42. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

V. OPT-OUTS AND OBJECTIONS

54. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the

Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. 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.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

55. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. 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 and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the

Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

56. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;
- j. Working with the provider of Cyex Privacy Shield Pro to receive and send activation codes to Settlement Class Members who submitted valid claims for Cyex Privacy Shield Pro after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members who submitted valid claims for Settlement Payments;

- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

57. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendant, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class.

58. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

59. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

60. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendant.

VIII. MODIFICATION AND TERMINATION

61. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

62. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for termination of the Settlement.

63. **Effect of Termination.** In the event of a termination as provided in Paragraph 62, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

64. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

65. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Plaintiffs shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS 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.

Upon the Effective Date, each Plaintiff shall be deemed to have, and shall have, waived 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. The Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Plaintiffs shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

66. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims with respect to the Settlement Class Representatives, 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 and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

67. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking service award payments for the Settlement Class Representatives in recognition for their contributions to this Action in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each of the three Settlement Class Representatives (\$7,500.00 total) and Defendant agrees not to oppose Settlement Class Counsel’s request for service awards in these amounts. Defendant shall pay the Court-approved service awards to an account established by Settlement Class Counsel within thirty (30)

days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendant's obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any service awards. This amount was negotiated in the context of and contemporaneously with the primary terms of the settlement being negotiated.

68. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

69. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, as well as Service Awards, to be paid by Defendant. Defendant agrees not to oppose Settlement Class Counsel's request for an award of attorneys' fees, and Litigation Costs and Expenses not to exceed Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) in the aggregate. If Settlement Class Counsel seeks more than \$800,000.00 in attorneys' fees, costs and expenses, Defendant reserves all rights to object and oppose such request, and appeal the award of any amount of Fee Award and Costs exceeding \$800,000.00. Defendant shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the court-approved Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The dollar amount of attorneys' fees and Litigation Costs and Expenses set forth herein was negotiated in the context of and contemporaneously with the primary terms of the Settlement being negotiated.

70. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys'

fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

71. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

72. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

73. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

74. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

75. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

76. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any other Released Parties related to any of the allegations or claims alleged in the Action.

77. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

78. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

79. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

80. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

81. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

82. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

83. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

84. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Delaware, without regard to choice of law principles.

85. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

86. **Notices.** All notices to Settlement Class Counsel and counsel for Defendant provided for herein, shall be sent by mail and email to:

Raina C. Borrelli
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
raina@straussborrelli.com

Joshua R. Jacobson
JACOBSON PHILLIPS PLLC
2277 Lee Rd., Ste. B
Winter Park, FL 32789
joshua@jacobsonphillips.com

All notices to Defendant provided for herein, shall be sent by mail and email to:

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
pgardner@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she or they signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Jane Doe

By:  Date: 03 / 29 / 2026

John Doe

By: _____ Date: _____

Jack Doe

By: _____ Date: _____

Bayhealth Medical Center Inc.

By: _____ Date: _____

Joshua R. Jacobson
JACOBSON PHILLIPS PLLC
2277 Lee Rd., Ste. B
Winter Park, FL 32789
joshua@jacobsonphillips.com

All notices to Defendant provided for herein, shall be sent by mail and email to:

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
pgardner@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she or they signs this Agreement to all of the terms and provisions of this Agreement.

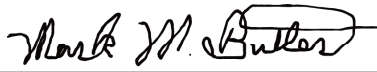
SIGNATURES

Jane Doe

By: _____

Date: _____

John Doe

By:  _____

Date: 03 / 30 / 2026

Jack Doe

By: _____

Date: _____

Bayhealth Medical Center Inc.

By: _____

Date: _____

Joshua R. Jacobson
JACOBSON PHILLIPS PLLC
2277 Lee Rd., Ste. B
Winter Park, FL 32789
joshua@jacobsonphillips.com

All notices to Defendant provided for herein, shall be sent by mail and email to:

Paulyne Gardner
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SIGNATURES

Jane Doe

By: _____

Date: _____

John Doe

By: _____

Date: _____

Jack Doe

By:  _____

Date: 03 / 30 / 2026

Bayhealth Medical Center Inc.

By: _____

Date: _____

Approved as to form by:

Joshua R. Jacobson
JACOBSON PHILLIPS PLLC
2277 Lee Rd., Ste. B
Winter Park, FL 32789
joshua@jacobsonphillips.com

All notices to Defendant provided for herein, shall be sent by mail and email to:

Paulyne Gardner
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
pgardner@mullen.law

The notice recipients and addresses designated above may be changed by written notice to the other Party.

87. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she or they signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Jane Doe

By: _____ Date: _____

John Doe

By: _____ Date: _____

Jack Doe

By: _____ Date: _____

Bayhealth Medical Center Inc.
Gary Siegelman, MD, MSc
By: 44190CE427384C5... _____

Date: 4/1/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Raina Borrelli
Raina C. Borrelli

Date: 03 / 30 / 2026

By: 
Joshua R. Jacobson

Date: 03 / 30 / 2026

Counsel for Defendant

By: _____
Paulyne Gardner

Date: _____

sApproved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____
Raina C. Borrelli

Date: _____

By: _____
Joshua R. Jacobson

Date: _____

Counsel for Defendant

By:  _____
Paulyne Gardner

Date: April 1, 2026 _____

— EXHIBIT A —

TO: «Email Address»
FROM: “Bayhealth Pixel Settlement” «info@[SettlementWebsite].com»
SUBJECT: Bayhealth Pixel Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth
Case No. N24C-09-002 FJJ
Superior Court of the State of Delaware

IF YOU USED THE BAYHEALTH WEBSITE TO ACCESS THE BAYHEALTH MYCHART PATIENT PORTAL, OR OTHERWISE ACCESSED THE BAYHEALTH MYCHART PATIENT PORTAL THROUGH BAYHEALTH WEB PAGES BETWEEN 2019 AND DECEMBER 31, 2025, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Bayhealth Medical Center Inc., d/b/a Bayhealth (“Bayhealth”) in a class action lawsuit about Bayhealth’s use of third-party tracking technologies, called “tracking pixels,” on its web pages. The plaintiff claims that using tracking pixels violated certain privacy laws.

Bayhealth denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All Bayhealth patient portal users who have used the Bayhealth Web Properties as of December 31, 2025.”

“Bayhealth Web Properties” means the webpages located at the domain www.BayHealth.org, with a website “button” linking website users to the Bayhealth MyChart patient portals’ login webpage, as well as the Bayhealth MyChart patient portal itself, between January 1, 2019, and December 31, 2025.

The Court has appointed experienced attorneys, called Class Counsel, to represent the Class.

What are the Settlement benefits? You can claim one year of **Cy Ex Privacy Shield** and the **Cash Payment** option.

All Class Members can get a one-time **\$25** payment.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to info@[SettlementWebsite].com. Claims must be submitted online, mailed, or emailed by [Claims Deadline].

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by [Opt-Out Deadline] or you will not be able to sue Bayhealth for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [Objection Deadline]. The Settlement Agreement, available on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to approve the Settlement? The Court will hold a hearing in this case on [FA Hearing Date] at the [Court Address], to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$800,000.00, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth

Case No. N24C-09-002 FJJ

Superior Court of the State of Delaware

IF YOU USED THE BAYHEALTH WEBSITE TO ACCESS THE BAYHEALTH MYCHART PATIENT PORTAL, OR OTHERWISE ACCESSED THE BAYHEALTH MYCHART PATIENT PORTAL, THROUGH BAYHEALTH WEB PAGES BETWEEN JANUARY 1, 2019, AND DECEMBER 31, 2025, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Bayhealth Medical Center Inc., d/b/a Bayhealth (“Bayhealth” or “Defendant”) in a class action lawsuit. This lawsuit concerned Bayhealth’s use of third-party tracking technologies, called “tracking pixels,” on its web pages. The plaintiff claims that using tracking pixels allegedly violated certain privacy laws.
- The lawsuit is called *Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth*, Case No. N24C-09-002 FJJ. It is pending in the Superior Court of Georgetown County, Delaware (the “Litigation”).
- Bayhealth denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Bayhealth's records indicate that you are a Class Member, and entitled to benefits under the Settlement.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
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Basic Information

1. Why was this Notice issued?

The Superior Court of the State of Delaware authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth*, Case No. N24C-09-002 FJJ. It is pending in the Superior Court of the State of Delaware. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Bayhealth Medical Center Inc., d/b/a Bayhealth, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that Bayhealth used third-party tracking technologies, called “tracking pixels,” on its website in a way that violates certain privacy laws. Bayhealth denies that it did anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Jane Doe; John Doe; and Jack Doe. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All Bayhealth patient portal users who have used the Bayhealth Web Properties as of December 31, 2025.”

In this sentence, “Bayhealth Web Properties” means the webpages located at the domain www.BayHealth.org, with a website “button” linking website users to the Bayhealth MyChart patient portals’ login webpage, as well as the Bayhealth MyChart patient portal itself, between January 1, 2019, and December 31, 2025.

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Bayhealth and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; and (3) the Judge in this case, and the Judge’s family and staff.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Bayhealth Pixel Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Bayhealth has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

BENEFITS

Cy Ex Privacy Shield. All Class Members are eligible to enroll in one year of CyEx Privacy Shield. This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment. All Class Members may claim a one-time **\$25.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Bayhealth Pixel Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Bayhealth about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Bayhealth Pixel Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Raina C. Borrelli of Strauss Borrelli PLLC and Joshua Jacobson of Jacobson Phillips PLLC, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$800,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by Bayhealth.

Class Counsel will also ask for Service Award payments of \$2,500.00 for each of the Class Representatives. Service Award payments will also be paid by Bayhealth.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Bayhealth on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth*, Case No. N24C-09-002 FJJ, pending in the Superior Court of the State of Delaware;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Bayhealth Pixel Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth*, Case No. N24C-09-002 FJJ, pending in the Superior Court of the State of Delaware;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, contact information, and signature;
- (6) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases; and
- (7) your signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [OBJECTION DATE]. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	Bayhealth Pixel Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** Eastern Time, in Room **[Court Room]** of the Superior Court of the State of Delaware, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.[SettlementWebsite].com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: **info@[SettlementWebsite].com**
- Call toll free, 24/7: 1-**XXX-XXX-XXXX**

- By mail: Bayhealth Pixel Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

— EXHIBIT C —

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth

Case No. N24C-09-002 FJJ

Superior Court of the State of Delaware

SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All Bayhealth patient portal users who have used the Bayhealth Web Properties as of **December 31, 2025.**”

In this sentence, “Bayhealth Web Properties” means the webpages located at the domain www.bayhealth.org, with a website “button” linking website users to the Bayhealth MyChart patient portals’ login webpage, as well as the Bayhealth MyChart patient portal itself, between January 1, 2019, and **December 31, 2025.**

Excluded from the Settlement Class are: (1) Bayhealth and its officers, directors, and related companies; (2) anyone who validly excludes themselves from the Settlement; and (3) the Judge in this case, and the Judge’s family and staff.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

Bayhealth has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

BENEFITS

Cy Ex Privacy Shield. All Class Members are eligible to enroll in one year of CyEx Privacy Shield. This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment. All Class Members may claim a one-time **\$25.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

Questions? Call 1-**XXX-XXX-XXXX** Toll-Free or Visit **[www.\[SettlementWebsite\].com](http://www.SettlementWebsite.com)**

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth

Case No. N24C-09-002 FJJ

Superior Court of the State of Delaware

SETTLEMENT CLAIM FORM

**Your claim must
be submitted
online or
postmarked by:**

[Claims Deadline]

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Bayhealth Cybersecurity Incident Settlement
c/o Settlement Administrator
[\[PO Box Number\]](#)
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

You must submit your Claim Form online, by mail, or by email no later than [\[Claims Deadline\]](#).

Questions? Call 1-[XXX-XXX-XXXX](#) Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth
Case No. N24C-09-002 FJJ
Superior Court of the State of Delaware

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

SETTLEMENT CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CYEX PRIVACY SHIELD

☐ Check this box if you would like to enroll in one year of CyEx Privacy Shield Pro.

III. CASH PAYMENT

☐ Check this box if you want to claim a one-time \$25.00 cash payment.

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**

Email address, if different than you provided in Section 1: _____

☐ **Venmo**

Mobile number, if different than you provided in Section 1: _____

☐ **Zelle**

Email address or mobile number, if different than you provided in Section 1: _____

☐ **Physical Check**

Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

Doe et al. v. Bayhealth Medical Center Inc., d/b/a Bayhealth
Case No. N24C-09-002 FJJ
Superior Court of the State of Delaware

Your claim must
be submitted
online or
postmarked by:
[Claims Deadline]

SETTLEMENT CLAIM FORM

V. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

— EXHIBIT D —

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

Jane Doe, John Doe, and Jack Doe, on	)	
Behalf of Themselves and All Others	)	C.A. No. N24C-09-002-FJJ
Similarly Situated,	)	
	)	CLASS ACTION
Plaintiffs,	)	
	)	
v.	)	
	)	
Bayhealth Medical Center Inc., d/b/a	)	
Bayhealth,	)	
	)	
Defendant.	)	
	)	

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND PROVISIONALLY
CERTIFYING SETTLEMENT CLASS**

THIS CAUSE comes before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement with Incorporated Memorandum of Law (“Motion”), filed _____, 2026.¹ Plaintiffs’ unopposed Motion requests entry of an order (a) granting Preliminary Approval of the Settlement; (b) provisionally certifying the Settlement Class for settlement purposes; (c) appointing Plaintiffs as Class Representatives; (d) appointing Raina C. Borrelli of Strauss

¹ All capitalized terms used herein have the same meanings as those defined in Section I of the Settlement Agreement (“SA”), attached to the Motion as ***Exhibit 1***.

Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Class Counsel for the Settlement Class; (e) approving the forms of Notice and the Notice program; (f) approving the Claim Form and the Claim process; (g) appointing the Settlement Administrator; (h) establishing procedures for members of the Settlement Class to opt-out of or object to the Settlement; and (i) scheduling a Final Approval Hearing on whether to grant Final Approval of the Settlement and Class Counsel's Motion for Fee Award and Costs and Class Representative Service Awards.

Having carefully reviewed the proposed Settlement and its exhibits, all relevant filings, and the record, the Court finds that the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, the proposed Notice program and Claim process should be approved, and Class Representatives, Class Counsel, and the Settlement Administrator should be appointed. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Motion is **GRANTED** as set forth herein.

Background

This Action arises from Defendant's alleged unauthorized use of "code-based trackers," known as "trackers" or "tracking technologies" on Defendant's website to collect private health information and private identifying information of Defendant's consumers and then disclose the gathered information to third parties. In their

operative amended complaint, Plaintiffs assert claims against Defendant for negligence, negligence *per se*, breach of implied contract, unjust enrichment, violation of the Delaware Consumer Protection Act, and breach of confidentiality. On April 4, 2025, the Court denied in part and granted in part Defendant's Motion to Dismiss Plaintiff's First Amended Complaint, dismissed the negligence *per se* claim, and denied the Motion in all other respects.

After the Court's Order on Plaintiff's Motion to Dismiss and after a period of discovery, the parties began discussing a potential resolution of the action through mediation and requested a stay of proceedings, which the Court granted on January 12, 2026. Mediation was then scheduled with experienced mediator Bruce Friedman, Esq. of JAMS.

Prior to the mediation, Plaintiffs requested and Defendant responded to informal discovery pertaining to the class size, types of information collected through the tracking technologies utilized on its website, how such information was used, and damages suffered by the Settlement Class. Plaintiffs also prepared and produced a mediation statement outlining their positions. The parties attended the full-day mediation on February 9, 2026. At the conclusion of the mediation, Mr. Friedman made a mediator's proposal, which each party accepted. The parties then worked to draft, negotiate, and finalize the Settlement Agreement, Notices, and Claim Form accompanying the Motion.

Pursuant to the Agreement, Defendant will make available to all Settlement Class Members who submit a claim (1) one year of CyEx Privacy Shield Pro and/or (2) a twenty-five dollar (\$25.00) cash payment. Defendant will also pay Notice and Administrative Expenses, any Fee Award and Costs awarded by the Court to Class Counsel, and any Service Award Payments to Class Representatives approved by the Court. Additionally, Defendant has confirmed that certain changes to the technologies utilized on its public-facing website have been implemented on or before, and up to, the date of the Preliminary Approval Order, to ensure Defendant's website materially complies with the Health Insurance Portability and Accountability Act (HIPAA), including, if applicable, requiring business associated agreements with third-party providers of tracking technologies.

Plaintiffs now seek Preliminary Approval of the Settlement on behalf of the proposed Settlement Class. Defendant does not oppose the Motion and agrees that the Court should grant Preliminary Approval and allow Notice to issue to the Settlement Class. As further discussed below, the Settlement falls within the range of judicial approval and includes a comprehensive Notice program and Claim process. As such, the proposed Settlement satisfies the criteria for Preliminary Approval, the proposed Settlement Class should be preliminarily certified, and the proposed Notice program, Notices, Claim process, and Claim Forms should be approved.

Preliminary Certification of the Settlement Class

1. The Court provisionally and preliminarily certifies the following Settlement Class for Settlement purposes only, finding the Court is likely to finally certify it at Final Approval:

All Bayhealth patient portal users who have used the Bayhealth Web Properties as of July 2025.

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.

2. The Court determines that for Settlement purposes the proposed Settlement Class meets all the requirements of Delaware Rule of Civil Procedure 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent members of the Settlement Class; the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as they have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute the Action; common issues predominate over any individual issues; and a

class action is the superior means of adjudicating the controversy. Class Counsel is also adequate.

3. Jane Doe, John Doe, and Jack Doe are designated and appointed as the Class Representatives.

4. The Court finds that Raina C. Borrelli and Joshua R. Jacobson are experienced attorneys and will adequately protect the interests of the Settlement Class, and appoints them as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g).

Preliminary Approval of the Proposed Settlement

5. Upon preliminary review, pursuant to Delaware Rule of Civil Procedure 23, the Court finds the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for Preliminary Approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

Final Approval Hearing

6. A Final Approval Hearing shall take place before the Court on _____, at _____ to determine, among other things, whether (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Delaware Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement's terms, all

claims against Defendant in the Action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Motion for Class Counsel's Fee Award and Costs and Service Award Payments should be granted. Any other matter the Court deems necessary and appropriate will also be addressed at the Final Approval Hearing.

7. Class Counsel intends to seek an award of attorneys' fees and Litigation Costs and Expenses, not to exceed \$800,000.00 in the aggregate, subject to Court approval. Service Award Payments of up to \$2,500.00 each will also be sought for the Class Representatives (\$7,500.00 total). These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering the Motion for Attorneys' Fees, Costs, and Service Awards.

8. Class Counsel shall file the Motions for Final Approval and for Attorneys' Fees, Costs, and Service Awards no later than 60 days after the date of this Preliminary Approval Order.

9. Any Settlement Class Member that has not timely and properly opted out from the Settlement in the manner described below may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement and the Motion for Attorneys' Fees, Costs, and Service Awards; provided, however, no member of the Settlement Class that has

elected to opt out of the Settlement shall be entitled to object or otherwise appear, and no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Settlement Administration

10. Simpluris Inc. is appointed as the Settlement Administrator, with responsibility for implementing and completing the Notice program, overseeing the Claim process, and performing all other acts necessary for Settlement Administration. Defendant will pay for the Notice and Settlement Administration Expenses, which will be paid separately from costs associated with providing the Settlement benefits to the Settlement Class.

Notice to the Settlement Class

11. The Notice Program and forms of Notice, including the Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number, along with the Claim Form, attached as exhibits to the Agreement, are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks the Settlement requires.

12. The Court finds that the form, content, and method of the Notices (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Delaware Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by members of the Settlement Class.

Opting-Out of the Settlement Class

13. Members of the Settlement Class may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline (60 days after Notice is transmitted) by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of

this Agreement, including the Releases and Released Claims, even if that Settlement Class Member does not submit an Approved Claim.

14. Any member of the Settlement Class who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement; and (d) have no right to receive Settlement benefits.

Objecting to the Settlement

15. A Settlement Class Member that complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Motion for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail or email to the Settlement Administrator.

16. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded him or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal

Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. For an objection to be considered by the Court, it must also set forth the following:

- a. the name of the proceedings;
- b. the objector's full name, current mailing address, telephone number, and email address;
- c. a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- d. the identity of any attorneys representing the objector;
- e. proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership);
- f. a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing;
- g. copies of any documents the Settlement Class Member wishes to submit in support of their position;
- h. 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

i. the signature (or electronic equivalent) of the Settlement Class Member

j. if represented, the signature of the Settlement Class Member's attorney.

18. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

19. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or of this Preliminary Approval Order by appeal or any other means.

Claim Process and Distribution Plan

20. The Settlement establishes a Claim process for assessing and determining the validity of Claims and paying Settlement Class Members who submit Approved Claims. The Court preliminarily approves this process.

21. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement and Claim Form. If the Settlement is finally approved, any Settlement Class Member that qualifies for any Settlement benefit but fails to submit a Claim

in accordance with the requirements and procedures specified in the Settlement and Claim Form shall be forever barred from receiving any such benefit. Such Settlement Class Member, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order, and final judgment.

Termination of the Settlement Agreement and Use of this Preliminary

Approval Order

22. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

23. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as (a) an admission, concession, or declaration by or against Defendant of any

fault, wrongdoing, breach, or liability or (b) to support a claim for class certification; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

Stay of Proceedings

24. Except as necessary to effectuate this Preliminary Approval Order, this Action and any Court deadlines set in this Action are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Jurisdiction Pending Settlement Approval

25. This Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof, in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

Summary of Deadlines

26. The Settlement as preliminarily approved shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

Notice Deadline (Date Notice Program Begins)	30 days after Preliminary Approval Order is entered
Motion for Final Approval and Application for Attorneys' Fees and Cost Award and Service Award Payments	30 days after Notice Deadline
Opt-Out Deadline	60 days after Notice Deadline
Objection Deadline	60 days after Notice Deadline
Claims Deadline	90 days after Notice Deadline
Final Approval Hearing	_____, 2026, at ____am/pm

SO ORDERED THIS _____ DAY OF _____, 2026.

Hon. Francis J. Jones Jr.

— EXHIBIT E —

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

Jane Doe, John Doe, and Jack Doe, on	)	
Behalf of Themselves and All Others	)	
Similarly Situated,	)	C.A. No. N24C-09-002-FJJ
	)	
Plaintiffs,	)	
	)	CLASS ACTION
v.	)	
	)	
Bayhealth Medical Center Inc., d/b/a	)	
Bayhealth,	)	
	)	
Defendant.	)	
	)	

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiffs’ Motion for Final Approval of Class Action Settlement (the “MFA”). The MFA seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payments to Plaintiffs (“Fee Petition”).

Having reviewed and considered the Settlement Agreement, MFA, and Fee Petition, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, on _____, _____, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”)

which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b) appointed Plaintiffs as the Settlement Class Representatives and appointed Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, on _____, _____, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, on _____, _____, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Delaware Superior Court Civil Rule 23 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and counsel for Defendant, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award Payments to the Representative Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiff's First Amended Class Action Complaint against Defendant for purported use of third-party tracking technology within segments of Defendant's websites and patient portal websites operated by Bayhealth web properties vendors, which Plaintiffs allege directly and

proximately caused injuries to Plaintiffs and Settlement Class Members.

3. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement (“Final Approval Order and Judgment”) with initial capital letters have the same meaning as set forth in the Settlement Agreement.

5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All Bayhealth patient portal users who have used the Bayhealth Web Properties as of July 2025.

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. The Settlement was entered into in good faith following arm’s length negotiations and is non-collusive. The Settlement is in the best interests of the

Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Settlement Class Members who submit Approved Claims will receive a twenty-five dollar (\$25.00) cash payment and/or one (1) year of CyEx Privacy Shield Pro.
- c. Defendant to pay the cash payments and for CyEx Privacy Shield Pro services for all Settlement Class Members who submit Approved Claims.
- d. Defendant to pay all Notice and Settlement Administration Expenses, which will be paid separately from costs associated with providing the

Settlement benefits to the Settlement Class.

- e. Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees, costs, and expenses of Class Counsel and Service Award Payments to the Class Representatives.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Delaware Superior Court Civil Rule 23(a)(4) set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

9. The Court finds that the Notice, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice

practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Delaware Rules of Civil Procedure, the Delaware Constitution, the United States Constitution, and other applicable law.

10. As of the Opt-Out deadline, _____ potential Settlement Class Members have requested to be excluded from the Settlement. *See Exhibit A.* Those persons are not bound by the Settlement Agreement and this Order and Judgment and shall not be entitled to any of the benefits afforded to the Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits

filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Defendant, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means 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 (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from any Releasing Parties' use of the Bayhealth Web Properties, which shall include without limitation, Defendant's and/or Bayhealth Website Properties Vendors' use of third-party tracking technologies on the Bayhealth Website Properties, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's and/or the Bayhealth Website Properties Vendors' information security policies and practices, and/or Defendant's and/or the Bayhealth Website Properties Vendors' sharing of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or equity whatsoever.

“Released Parties” means Defendant and Bayhealth Website Properties Vendors and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's and the Bayhealth Website Properties Vendors respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers,

subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

18. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

19. “Unknown Claims” means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Plaintiffs shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS 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.

Upon the Effective Date, each Plaintiff shall be deemed to have, and shall have, waived 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. The Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Plaintiffs shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

20. Neither Defendant nor its Related Parties shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than the Settlement Class Representatives and each of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by the Settlement Class Representatives, Settlement Class Members, Settlement Class Counsel, and/or Defendant.

21. The Court grants final approval to the appointment of Plaintiffs as Settlement Class Representatives. The Court concludes that the Settlement Class

Representatives have fairly and adequately represented the Settlement Class and will continue to do so.

22. Pursuant to the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Court approves a payment to each Settlement Class Representative in the amount of \$2,500.00 (\$7,500.00 total). Defendant shall make such payments in accordance with the terms of the Settlement Agreement.

23. The Court grants final approval to the appointment of Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

24. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees, and Litigation Costs and Expenses, in the amount of \$800,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

25. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any

kind on the part of Defendant or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that the Settlement Class Representative, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Defendant that the Settlement Class Representatives' claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of,

any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

26. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Defendant will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any other Party to the Action or from counsel to any other

Party to the Litigation.

27. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

28. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

29. This Order resolves all claims against all Parties in this action and is a final order.

30. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED

Dated

Hon. Francis J. Jones Jr.