

**STATE OF NORTH CAROLINA  
COUNTY OF CASWELL**

**IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION**

AMY ALLIN, EMILY BUSHNELL,  
And TRAVIS RAMSEY individually  
and on behalf of all others similarly situated,

**CASE No. 25CVS229**

Plaintiffs,

COMPASSION HEALTH CARE, INC.,

Defendant.

**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is a medical practice based in Yanceyville, North Carolina.
2. Defendant collects, maintains, and stores the personal and sensitive information belonging to individuals seeking medical services or employment.
3. On or about March 17, 2025, Defendant became aware of a cybersecurity incident wherein an unauthorized third party accessed Defendant's computer systems and network and potentially had access to the Private Information belonging to up to 23,600 individuals. The impacted information included names, addresses, phone numbers, date of births or ages, Social Security numbers, driver's license numbers, health insurance information, claims information, and clinical/diagnostic information related to medical services and other types of personally

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

identifiable information or protected health information.

4. On or about May 16, 2025, Defendant began sending notification letters to those individuals.

5. As a result, on May 23, 2025, Plaintiff Emily Bushnell filed a putative class action against Defendant in the Orange County Superior Court for the State of North Carolina, seeking damages on behalf of herself and a putative class of all similarly situated individuals. On May 27, 2025, Plaintiff Amy Allin filed a putative class action against Defendant in the Caswell County Superior Court for the State of North Carolina, seeking damages on behalf of herself and a putative class of all similarly situated individuals (“*Allin Action*”). On May 30, 2025, an additional case related to the Data Incident with similar claims and overlapping classes was filed in the same court as the Allin Action by Plaintiff Travis Ramsey. On July 2, 2025, an Amended Class Action Complaint was filed in the Allin Action, adding Plaintiffs Emily Bushnell and Travis Ramsey.

6. Shortly thereafter, in an effort to conserve resources for the benefit of those impacted in the Data Incident, the Parties began discussing settlement.

7. In connection with their settlement discussions, Defendant provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially accessed.

8. After arms-length negotiations between experienced counsel, the Parties were ultimately able to reach an agreement on the materials terms of the Settlement on August 7, 2025.

9. The Complaint alleges claims against Defendant for negligence/negligence *per se*, breach of implied contract, breach of confidence and unjust enrichment on behalf of a national class.

10. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

**II. Definitions**

12. “**Action**” means the class action lawsuit entitled: *Amy Allin, et al. v. Compassion Health Care, Inc.*, Case No. 25CVS229 pending in the Caswell County Superior Court for the State of North Carolina.

13.     **“Agreement” or “Settlement” or “Settlement Agreement”** means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

14.     **“Application for Attorneys’ Fees, Costs, and Service Awards”** means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15.     **“Cash Payment”** means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16.     **“Cash Payment A – Documented Losses”** means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

17.     **“Cash Payment B – Alternate Cash”** means the \$40 in cash compensation that Settlement Class Members may elect under the Settlement in lieu of any claim for Cash Payment A.

18.     **“Claim”** means the submission of a Claim Form by a Claimant.

19.     **“Claimant”** means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

20.     **“Claim Form”** means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

21.     **“Claim Form Deadline”** shall be 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

22.     **“Claim Process”** means the process by which Claimants submit Claims to the

Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.

23.     **“Class Counsel”** means: Mariya Weekes of Milberg Coleman Bryson Phillips & Grossman PLLC, LLP.

24.     **“Class List”** means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members’ full names, current addresses, email addresses, and last known telephone numbers.

25.     **“Class Representatives”** means Plaintiffs.

26.     **“Complaint”** means the Amended Class Action Complaint filed by Plaintiffs in this Action on July 2, 2025.

27.     **“Court”** means the Caswell County Superior Court, North Carolina, and the Judge(s) assigned to the Action.

28.     **“Data Incident”** means the unauthorized access to or acquisition of Plaintiffs’ and the Settlement Class’s Private Information that Defendant discovered on or about March 17, 2025.

29.     **“Defendant”** means Compassion Health Care, Inc. the defendant in the Action.

30.     **“Defendant’s Counsel”** means David Ross of Wilson, Elser, Moskowitz, Edelman & Dicker LLP.

31.     **“Effective Date”** means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court

ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32.     **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33.     **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34.     **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached to the Motion for Final Approval.

35.     **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3* that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

36.     **“Lost Time”** means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues relating to the Data Incident, up to a maximum of four (4) hours at \$25.00/hour, supported by a valid documented economic loss claim.

37.     **“Motion for Final Approval”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

38.     **“Motion for Preliminary Approval”** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39.     **“Medical Data Monitoring”** means two years of CyEx’s Medical Shield Complete or an equivalent product. This includes credit monitoring with one bureau, with additional

monitoring of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high risk; and (g) the dark web. The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance.

40.     **“Notice”** means the Postcard Notice, and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

41.     **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

42.     **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

43.     **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

44.     **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing.

45.     **“Party”** means either Plaintiffs or Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

46.     **“Plaintiffs”** means Amy Allin, Emily Bushnell, and Travis Ramsey.

47.     **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

42.     **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

43. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program.

44. “**Private Information**” means the personal information of individuals that Defendant identified as being accessible or potentially accessible in the Data Incident, including, but not limited to names, addresses, phone numbers, date of births or ages, Social Security numbers, driver’s license numbers, health insurance information, claims information, and clinical/diagnostic information related to medical services and other types of personally identifiable information or protected health information.

45. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

46. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

47. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and

trustees.

48.     **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

49.     **“Service Award”** means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Award shall be paid by Defendant separate from the Settlement Class Member Benefits.

50.     **“Settlement Administrator”** means Kroll Settlement Administration, LLC the third-party notice and claims administrator jointly selected by the Parties.

51.     **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

52.     **“Settlement Cap”** means Defendant’s maximum total financial obligation under this Settlement, which shall not exceed \$600,000.00 in the aggregate. This Settlement Cap includes and encompasses all (i) Cash Payments to Settlement Class Members, (ii) Settlement Administration Costs, (iii) Medical Data Monitoring; (iv) any Service Awards approved by the Court, and (v) any Attorneys’ Fees and Costs awarded by the Court. Under no circumstances shall Defendant be required to pay more than the Settlement Cap in connection with this Settlement.

53.     **“Settlement Class”** means all living individuals in the United States whose Private Information was implicated in the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

54.     **“Settlement Class Member”** means any member of the Settlement Class who has not opted-out of the Settlement.

55.     **“Settlement Class Member Benefits”** means the Cash Payment and/or Medical Data Monitoring that Settlement Class Members may elect in the Settlement.

56.     **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

57.     **“Valid Claim”** means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III.     Certification of the Settlement Class**

58. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **IV. Settlement Consideration**

59. Defendant has agreed to pay or cause to be paid the following up to the Settlement Cap: Settlement Administration Costs, Cash Payments to Settlement Class Members, Attorneys' Fees, Costs, and Service Awards. Notwithstanding the foregoing and any other provision of this Agreement, Defendant's total financial obligation under this Settlement shall not exceed the Settlement Cap. If the aggregate amount of approved Cash Payments to Settlement Class Members, when combined with the other amounts payable under this Agreement, would exceed the Settlement Cap, then the Cash Payments to Settlement Class Members shall be reduced on a pro rata basis so that the total amount paid by Defendant under this Settlement does not exceed the Settlement Cap.

60. **Cash Payments:** Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a

Settlement Class Member Benefit.

a. **Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

**Lost Time:** As part of Cash Payment A, Settlement Class Members who submit a Claim for Documented Losses, and who also spent time monitoring accounts or otherwise dealing with

issues related to the Data Incident can submit a claim for reimbursement of \$25.00 per hour up to 4 hours (for a total of \$100).

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is an alternative cash payment in the amount of \$40.00.

**61. Medical Data Monitoring**

In addition to electing a Cash Payment, Settlement Class Members may elect to receive up two years of CyEx's Medical Shield Complete or an equivalent product. This includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs, healthcare beneficiary identifier ID; (b) medical records; (c) national provider identifier; (d) international classification of disease; (e) health savings account; (f) high risk; and (g) the dark web. The product also provides for \$1,000,000 of identity theft insurance and contains real-time alerts and victim assistance.

**V. Settlement Approval**

62. Within 10 day of the final Party signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Kroll Settlement Administration, LLC as the Settlement

Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

## **VI. Settlement Administrator**

63. The Parties agree that, subject to Court approval, Kroll Settlement Administration, LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of North Carolina.

64. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

65. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;

- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other

information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Distributing Medical Data Monitoring codes to Settlement Class Members who submit a Valid Claim;
- m. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

66. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

67. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

68. Settlement Class Members shall be sent a Postcard Notice.

69. If Postcard Notices are sent, the Settlement Administrator shall perform reasonable

address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

70. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

71. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

72. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on

the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

73. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. 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 even if that Settlement Class Member does not submit a Valid Claim.

74. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. 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 themselves 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.

75. For an objection to be considered by the Court, the objection must also set forth:
  - a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
  - d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
  - e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the

preceding five years;

- f. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- i. the objector's signature (an attorney's signature is not sufficient).

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.

### **VIII. Claim Form Process and Disbursement of Cash Payments**

76. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

77. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

78. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

79. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

80. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and the Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

81. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the

contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

82. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this

Settlement.

83. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

84. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

85. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

86. The Settlement Administrator must submit an invoice to Defendant for payment of

all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 25 days of the invoice.

87. No later than 60 days after the Claim Form Deadline, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

88. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 30 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

## **IX. Final Approval Order and Final Judgment**

89. Plaintiffs shall file the Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear

argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

90. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. Service Awards, Attorneys' Fees, and Costs**

91. **Service Awards.** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 each, subject to Court approval. Defendant agrees not to oppose Class Counsel's request for a service award not to exceed \$1,500.00 per Plaintiff (or \$4,500.00 total). Service awards shall be paid by or on behalf of Defendant to the Settlement Administrator for onward remittance to Class Counsel within twenty-five (25) days after the Effective Date.

92. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees and cost of up to \$200,000.00. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs not to exceed \$200,000.00. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award to the Settlement Administrator for onward remittance to Class Counsel within twenty-five (25) days of the Effective Date.

93. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

## **XI. Releases**

94. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law,

California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

95. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

96. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

## **XII. Termination of Settlement**

97. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

98. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

99. Defendant shall also have the right to terminate this Agreement if more than 2% of the Settlement Class Members opt-out of the Settlement. Defendant shall notify Class Counsel of its intent to so terminate the Agreement within ten (10) days after the Opt-Out Deadline.

100. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

101. The grounds upon which this Agreement may be terminated are set forth in Section

XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement 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 rights, claims, and defenses will be retained and preserved.

102. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XIV. No Admission of Liability**

103. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

104. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in

this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

105. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

106. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) 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 Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

107. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

#### **XV. Miscellaneous Provisions**

108. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

109. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

110. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

111. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

112. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

113. ***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.

114. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of North Carolina, without regard to the principles thereof regarding choice of law.

115. ***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 instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

116. ***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 arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

117. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Mariya Weekes  
**Milberg Coleman Bryson**  
**Phillips & Grossman PLLC**  
333 SE 2nd Avenue  
Suite 2000  
Miami, FL, 33131  
mweekes@milberg.com

If to Defendant or Defendant's Counsel:

David Ross  
**Wilson, Elser, Moskowitz, Edelman & Dicker LLP**  
1500 K Street, NW, Ste. 330  
Washington, D.C. 20005  
david.ross@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

118. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

119. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

120. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

121. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

122. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter 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 Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

123. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature page to follow*

**PLAINTIFF AMY ALLIN**

 Amy Allin (Sep 24, 2025 07:51:09 EDT)

10/10/2025

Date: \_\_\_\_\_

**PLAINTIFF EMILY BUSHNELL**

 Emily Bushnell

Emily Bushnell (Sep 24, 2025 15:19:53 EDT)

24/09/2025

Date: \_\_\_\_\_

**PLAINTIFF TRAVIS RAMSEY**



Travis Ramsey (Sep 24, 2025 15:21:03 EDT)

24/09/2025

Date: \_\_\_\_\_

**CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)**

 Mariya Weekes

Mariya Weekes (Sep 24, 2025 14:35:50 EDT)

24/09/2025

Date: \_\_\_\_\_

**MARIYA WEEKES**

MILBERG COLEMAN BRYSON  
PHILLIPS & GROSSMAN, PLLC

**DEFENDANT**

Signed by: Compassion Health Care, Inc

By: \_\_\_\_\_

172EE02398A0CE CEO

Date: 10/10/2025

**COUNSEL FOR DEFENDANT**



Date: 10/10/2025

**DAVID ROSS**

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

# EXHIBIT 1

**Must be postmarked or submitted online  
NO LATER THAN [DATE]**

*Allin v. Compassion Health Care, Inc.*  
PO Box 19504  
Irvine, CA 92623  
www.[Web Address].com

## Claim Form

### SETTLEMENT BENEFITS - WHAT YOU MAY GET

If you received notice that your private information may have been implicated in the *Allin, et al. v. Compassion Health Care, Inc.* Data Incident that took place on or about March 17, 2025 and if you did not opt out of the settlement, you may submit a claim.

**The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com), or you can complete and mail this Claim Form to the mailing address above.**

**You may submit a claim for one Cash Payment option and elect to receive Credit Monitoring Services.**

**Medical Data Monitoring:** In addition to electing a Cash Payment, you may submit a claim for two (2) years of Credit Monitoring which includes medical data monitoring and provides for \$1,000,000 of identity theft insurance. Enrollment instructions will be provided once the Settlement receives final approval.

**Cash Payment Options:** You may only select one of the following cash payments. If you select the Alternate Cash payment for \$40, you may not claim the Cash Payment A for Documented Losses.

**Cash Payment A – Documented Losses:** All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented losses caused by the Data Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member. Additionally, all Settlement Class Members who submit a Valid Claim for documented losses may submit a claim to recover time spent related to the Data Incident, at a rate of \$25 per hour for up to four (4) hours (for a total of up to \$100). Any reimbursement for lost time related to the Data Incident is included within, and subject to the \$5,000 cap on documented losses. The maximum amount of the documented losses, \$5,000 may be decreased on a pro rata basis, depending upon whether the Settlement Cap is exceeded.

**Cash Payment B – Alternate Cash:** As an alternative to filing a claim for Cash Payment A for Documented Losses, Settlement Class Members can elect to make a claim for a \$40 Alternate Cash Payment. The amount of the Alternative Cash Payment may be decreased on a pro rata basis, depending upon whether the Settlement Cap is exceeded.

**Claims must be submitted online or mailed by [DATE]. Use the address at the top of this form for mailed claims.**

For more information and complete instructions visit [www.\[Web Address\].com](http://www.[Web Address].com).

**Settlement benefits will be distributed after the Settlement is approved by the Court and final.**

## Your Information

*This information will be used solely to contact you and to process your claim. It will not be used for any other purpose. If any of the following information changes, you must promptly notify us by emailing [Email]@cptgroup.com.*

First Name

MI Last Name

\_\_\_\_\_

### Mailing Address

City

## State

ZIP Code

### Phone Number

$$\boxed{\phantom{0}} \quad - \quad \boxed{\phantom{00}} \quad - \quad \boxed{\phantom{000}}$$

Email Address

\_\_\_\_\_

CPT ID (Referenced on the notice mailed to you)

\_\_\_\_\_

## Medical Data Monitoring

You can receive two (2) years of free credit monitoring services which includes medical data monitoring and provides for \$1,000,000 of identity theft insurance. You can choose this option even if you also chose a Cash Payment.

Check this box to receive 2 years of Medical Data Monitoring

You can submit a claim for one of the following cash payments: Cash Payment A – Documented Losses including Lost Time **or** Cash Payment B – Alternate Cash.

**1. Cash Payment A – Documented Losses:** You can receive reimbursement for documented losses up to \$5,000 total, including your claim for Lost Time, if you lost or spent money trying to prevent or recover from fraud or identity theft that you believe is fairly traceable to the Data Incident and have not been reimbursed for that money.

**Examples of documented losses include:** out of pocket expenses incurred as a result of the Data Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only charged by the minute), data charges (only if charged based on the amount of data used), postage, gasoline for local travel and fees for credit reports, credit monitoring, or other identity theft insurance products purchased between March 17, 2025, and the date of the Claims Deadline.

**Examples of supporting documentation include (but are not limited to):** (i) credit card statements; (ii) bank statements; (iii) invoices; (iv) telephone records; and (v) receipts. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

To obtain reimbursement under Documented Losses, you must provide the details below and attach supporting documentation.

Date	Description of Expense and Supporting Documents	Amount

**ATTACH DOCUMENTS:** Attach a copy of credit card statements, bank statements, invoices, telephone records, and receipts for each expense (you may redact unrelated transactions).

**Lost Time:** If you submit a valid claim for documented losses and also spent time dealing with issues related to the Data Incident, you may receive reimbursement of \$25 per hour up to four (4) hours (for a total of up to \$100). Claims made for Lost Time must be combined with reimbursement for Documented Losses, subject to the \$5,000 aggregate cap referenced above.

To obtain reimbursement under Lost Time, round up to the nearest hour and check only one box.

- 1 Hour
- 2 Hours
- 3 Hours
- 4 Hours

Date	Description of Lost Time spent dealing with issues related to the Data Incident

**2. Cash Payment B – Alternate Cash:** As an alternative to filing a claim for Cash Payment A for Documented Losses, you can elect to make a claim for a \$40 Alternate Cash Payment.

- Check this box to receive a cash payment of \$40 in the alternative to compensation Documented Losses and Lost Time.

If you make a claim for a cash payment using this Claim Form, you will receive your payment by check. To receive an electronic payment, submit your claim online at [www.\[Web Address\].com](http://www.[Web Address].com).

I attest under penalty of perjury that the information supplied in this Claim Form is true and correct to the best of my knowledge. I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete and valid.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
MM DD YYYY

# EXHIBIT 2

## Court Approved Legal Notice

Caswell County Superior Court for the State  
of North Carolina

*Allin, et al. v. Compassion Health Care, Inc.,*  
Case No.25CVS229

**If your Private Information was  
potentially implicated in a Data Incident  
that took place at Compassion Health  
Care, Inc. on or around March 17, 2025,  
you could get a payment from a class  
action Settlement.**

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

*Allin v. Compassion Health Care, Inc.*

PO Box 19504

Irvine, CA 92623

ELECTRONIC SERVICE REQUESTED

PRESOTED  
First Class  
US Postage  
PAID

Unique ID: «ID»  
Passcode: «Passcode»  
«Name»  
«Address1» «Address2»  
«City», «State» «Zip»

A Settlement has been reached in a class action lawsuit against Compassion Health Care, Inc. (“Defendant”) regarding a cybersecurity incident that resulted in an unauthorized user gaining access to Defendant’s systems and discovered by Defendant on or around March 17, 2025 (the “Data Incident”)

**WHO IS IN THE SETTLEMENT?** All living individuals in the United States whose Private Information was implicated in the Data Incident.

**WHAT CAN I GET?** You may file a claim for one Cash Payment and Credit Monitoring Services.

- **Cash Payment A – Documented Losses:** You may file a claim for reimbursement for documented losses up to \$5,000 with supporting documentation. If you file such a valid claim for reimbursement, you can also recover reimbursement for time spent responding to the Data Incident at a rate of \$25 per hour for up to 4 hours.
- **Cash Payment B – Alternate Cash:** As an alternative to filing a claim for Cash Payment A – Documented Losses, you can elect to make a claim for a \$40 Alternate Cash Payment. No documentation is required. **If you select the Alternate Cash payment for \$40, you may not claim the Cash Payment A for Documented Losses.**
- **Medical Data Monitoring:** In addition to a cash payment, you may submit a claim for two years (2) credit monitoring which includes medical data monitoring and provides for \$1,000,000 of identity theft insurance.

**CLAIM FORM.** You must file a claim form to receive a cash payment or credit monitoring. The easiest way to submit a claim is online at [www.\[Web Address\].com](http://www.[Web Address].com) using the Unique ID and Passcode located on the front of this postcard to access your claim form. If you prefer to mail in a claim form, a downloadable version is available on the Settlement Website. Your claim form must be submitted by [Date].

**OTHER OPTIONS.** If you do not want to be legally bound by the settlement, you must request to be excluded (“Opt Out”) by [Date]. If you want to remain part of the settlement but object to it, you may submit a written objection by [Date]. A more detailed notice is available on the settlement website [www.\[Web Address\].com](http://www.[Web Address].com) that explains how to exclude yourself or object.

The Court will hold a Final Approval Hearing on [Date] to consider whether to approve the Settlement, the requested Service Awards of \$1,500 per Plaintiff, attorneys’ fees and costs of up to \$200,000, and any objections. You or your own attorney may attend and ask to appear at the hearing but are not required to do so.

This notice is a summary. For more information, visit [www.\[Web Address\].com](http://www.[Web Address].com). If you have questions, contact the Settlement Administrator at [Toll-free number] or by email at [Email]@cptgroup.com.

# EXHIBIT 3

**If your Private Information was potentially implicated in a Data Incident that took place at Compassion Health Care, Inc. on or around March 17, 2025, you could get a payment from a class action Settlement.**

**Caswell County Superior Court for the State of North Carolina  
Amy Allin, et al. v. Compassion Health Care, Inc.  
Case No. 25CVS229**

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

- A Settlement has been reached in a class action lawsuit against Compassion Health Care, Inc. (“Defendant”) regarding a cybersecurity incident that resulted in an unauthorized user gaining access to Defendant’s systems and discovered by Defendant on or around March 17, 2025 (the “Data Incident”).
- You are a member of the Settlement Class if you are a living individual residing in the United States whose Private Information was impacted in the Data Incident.
- All Class Members are eligible to receive credit monitoring services and either (a) Cash Payment for Documented Losses up to \$5,000 or (b) a Cash Payment in the amount of \$40.

**This Notice may affect your rights. Please read it carefully.**

<b>Summary of Your Legal Rights and Options</b>		<b>Deadline</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment and/or credit monitoring.	Online or Postmarked by [Date]
<b>EXCLUDE YOURSELF BY OPTING OUT</b>	Get no cash payment or credit monitoring. Keep your right to file your own individual lawsuit against Defendant for the same claims resolved by this Settlement.	Postmarked by [Date]
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	Tell the Court the reasons why you do not believe the Settlement should be approved. You can also ask to speak to the Court at the hearing on [Date] about the fairness of the Settlement, with or without your own attorney.	Received by [Date]
<b>DO NOTHING</b>	Get no payment or credit monitoring and be bound by the terms of the 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. Payments will be made if the Court approves the Settlement after any appeals are resolved.

## BASIC INFORMATION

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Caswell County Superior Court for the State of North Carolina is overseeing this class action. The lawsuit is known as *Allin, et al. v. Compassion Health Care, Inc.*, Case No. 25CVS229. The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Compassion Health Care, Inc is called the “Defendant.”

This matter is a class action (the “Action”) arising from an incident whereby a cybercriminal gained unauthorized access to certain of Defendant’s computer systems and the data stored thereon, resulting in potentially accessing sensitive personal information of Defendant. The lawsuit asserts common law claims against Defendant for alleged deficient data security practices.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people who they allege have similar claims. This group of people is called the “class,” and the people in the class here are called “Settlement Class Members” or the “Settlement Class.” One court resolves the issues for all Settlement Class Members, except for people who exclude themselves from the class. The persons who sued here—Amy Allin, Emily Bushnell and Travis Ramsey—are called the Plaintiffs. The entity they sued—Compassion Health Care, Inc.—is called the Defendant.

The Court did not decide in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. That way, they avoid the costs and risks of a trial, and Settlement Class Members can get benefits such as compensation. The Class Representatives and Class Counsel think the Settlement is in the best interest of the Settlement Class.

## WHO IS IN THE SETTLEMENT?

The Settlement Class is defined as: “all living individuals in the United States whose Private Information was implicated in the Data Incident.” There are approximately 23,600 Settlement Class Members.

Yes, the following are not included in the Settlement Class: Defendant’s officers and directors; all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; governmental entities; and the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by emailing the Settlement Administrator at [Email] or you can visit [Web address] for more information.

## THE SETTLEMENT BENEFITS

Under the Settlement, Defendant will fund or cause to be funded benefits available to Settlement Class Members. Defendant will pay, or cause to paid, up to a \$600,000 cap (the Settlement Cap) to fund the Settlement, to include the payment of all valid claims made by Settlement Class Members, notice and administration costs, service awards, and attorneys’ fees and costs.

Settlement Class Members may file a claim for one Cash Payment option and may also elect to receive Medical Data Monitoring.

**Cash Payment A – Documented Losses:** All Settlement Class Members who submit a Valid Claim are eligible to receive reimbursement for documented losses caused by the Data Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member.

To receive a documented loss payment, a Settlement Class Member will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Additionally, all Settlement Class Members who submit a Valid Claim for documented losses may submit a claim to recover time spent related to the Data Incident, at a rate of \$25 per hour for up to four (4) hours (for a total of up to \$100). Any reimbursement for lost time related to the Data Incident is

included within, and subject to the \$5,000 cap on documented losses. The maximum amount of the documented losses, \$5,000 may be decreased on a pro rata basis, depending upon whether the Settlement Cap is exceeded.

**Cash Payment B – Alternate Cash:** As an alternative to filing a claim for Cash Payment A for Documented Losses, Settlement Class Members can elect to make a claim for a \$40 Alternate Cash Payment. To receive this benefit, Settlement Class Members must submit a Valid Claim, but no documentation is required to make a claim. The amount of the Alternative Cash Payment may be decreased on a pro rata basis, depending upon whether the Settlement Cap is exceeded.

**If you select the Alternate Cash payment for \$40, you may not claim the Cash Payment A for Documented Losses.**

**Medical Data Monitoring:** In addition to the Cash Payment, all Settlement Class Members who submit a Valid Claim are eligible to enroll in two years of credit monitoring services which includes medical data monitoring and provides for \$1,000,000 of identity theft insurance. Settlement Class Members will receive enrollment instructions after the settlement receives final approval.

If you are a Settlement Class Member and you do not exclude yourself from the Settlement, you will give up your right to sue, continue to sue, or be part of any other lawsuit against Defendant or other released parties concerning the claims released by this Settlement. The Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The entire Settlement Agreement can be viewed at [Website address].

## How to Get a Payment – Making A Claim

You must complete and submit a Claim Form by [Date]. Claim Forms may be submitted online at [Website address] or mailed to the address on the Claim Form. Be sure to read the Claim Form instructions carefully, include all required information, and add your signature.

The Settlement Administrator will review your claim to determine the validity and amount of your payment.

This is a closed class. The benefits are available only to Settlement Class Members with a unique ID. All claims submitted by non-Settlement Class Members, or individuals who do not have a unique ID, will be rejected. If you believe you are a Settlement Class Member but do not have a unique ID, you can email the Settlement Administrator at [Email] to verify that you are a Settlement Class Member and obtain your unique ID.

The amount of your payment will depend on the approved amount of your claim whether the Settlement Cap is exceeded. If you are claiming Cash Payment A for Documented Losses under the Settlement, you must attest to the loss and any out-of-pocket expenses, the amount, and submit documentation demonstrating the loss.

The Court will hold a hearing on [Date] at [Time] to decide whether to approve the Settlement. Payments will be made after the Settlement is approved and becomes final (meaning there is no appeal from the order approving the Settlement). Updates regarding the Settlement will be posted on the Settlement Website, [Website address].

## THE LAWYERS REPRESENTING YOU

Mariya Weekes of the law firm of Milberg Coleman Bryson Phillips & Grossman PLLC, 333 SE 2nd Avenue, Suite 2000, Miami, Florida 33131 represents the Settlement Class. These lawyers are called Class Counsel. You will not be charged for their services.

If you want your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your own lawyer to appear in court for you if you want someone other than Class Counsel to speak for you. You may also appear for yourself without a lawyer.

The attorneys representing the Class have not yet received any payment for their legal services or any reimbursement of the costs or out-of-pocket expenses they have incurred. Class Counsel plans to ask the Court to award attorneys' fees and costs to be paid by or on behalf of Defendant, not to exceed \$200,000.

The Settlement Class is represented by three named individuals—Amy Allin, Emily Bushnell and Travis Ramsey (the “Class Representatives”). In addition to the benefits that the Class Representatives will receive as a member of the Settlement Class—and subject to the approval of the Court—Class Counsel will ask the Court to award a \$1,500 Service Award to each of the Settlement Class Representatives for the efforts they have expended on behalf of the Settlement Class.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed Service Awards to the Class Representatives.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and you do not want the benefits from the Settlement, and you want to keep your right, if any, to sue Defendant on your own about the legal issues in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement Class.

You may opt out of the Settlement Class by [Date]. To opt out, you must send a letter via U.S. mail to the address below. You should include the name of the Action, *Allin, et al. v. Compassion Health Care, Inc.*, Case No. 25CVS229; your full name, address, telephone number, email address, original signature; and the

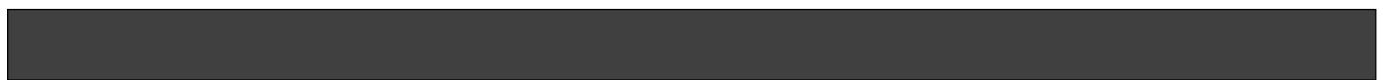
words “Requests for Exclusion” at the top of the document or a clear statement that you want to opt out of the settlement. You must mail your opt-out request via U.S. Mail, postmarked no later than [Date] to:

*Allin v. Compassion Health Care, Inc.*  
PO Box 19504  
Irvine, CA 92623

If you fail to include the required information, your request will be deemed invalid and you will remain a Settlement Class Member and be bound by the Settlement, including all releases.



No. You must opt out of the Settlement to keep your right to sue Defendant or other released parties for any of the claims resolved by the Settlement.



If you opt out of the Settlement, you will not have any rights as a member of the Settlement Class. You will not receive a payment as part of the Settlement. You will not be bound by the Settlement, releases, or by any further orders or judgments in this case. You will keep the right, if any, to sue on the claims alleged in the Action at your own expense.

In addition, if you opt out of the Settlement you cannot object to this Settlement because the Settlement no longer affects you. If you object to the Settlement and request to exclude yourself, your objection will be voided and you will be deemed to have excluded yourself.

## OBJECTING TO THE SETTLEMENT



If you are a Settlement Class Member and you do not opt out of the Settlement, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. You cannot ask the Court to change or order a different settlement; the Court can only approve or deny this Settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to any part of the proposed Settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

All notices of an intent to object to the Class Settlement Agreement must be written and should include all of the following:

1. Your full name, current address, telephone number, and any email address.
2. The case name and number *Allin, et al. v. Compassion Health Care, Inc., Case No. 25CVS229*.
3. The specific reasons for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel.
4. The number of times the objector has objected to a class action settlement within the 5 years preceding the date that the objector files the objection, and the caption of each case in which the objector has made such objection.

5. The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Class Counsel's application for attorneys' fees, costs, and Class Representative Service Award.
6. All agreements that relate to the objection or the process of objecting-whether written or oral-between objector or objector's counsel and any other person or entity.
7. The identity of all counsel (if any) representing the objector and whether they will appear and address the Court at the Fairness Hearing.
8. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection (if any).
9. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and the objector's signature (i.e., an attorney's signature is not sufficient).
10. Your signature or the signature of your duly authorized attorney or any other duly authorized representative representing you in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than [Date] to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Caswell County Superior Court for the State of North Carolina [Address]	Mariya Weekes, Milberg Coleman Bryson Phillips & Grossman PLLC, LLP 333 SE 2nd Avenue Suite 2000 Miami, FL 33131	David M. Ross, Wilson Elser LLP 1500 K Street, NW Suite 1500 Washington, DC 20005	Allin v. Compassion Health Care, Inc. PO Box 19504 Irvine, CA 92623

Objecting is telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you are a Settlement Class Member and do not opt out of the Settlement. Opting out of the Settlement is telling the Court that you don't want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it does not affect you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing (also called the Fairness Hearing) on [Date/Time] at the [Courthouse] before Judge [Judge Name]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; Class Counsel's application for attorneys' fees, costs, and expenses; and whether to approve Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may choose to hear from people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

The Court may reschedule the Fairness Hearing or change any of the deadlines described in this notice. The date of the Fairness Hearing may change without further notice to Settlement Class Members. Be sure to check the Settlement Website, [Website address] for updates.

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the hearing to talk about it. As long as you mailed or filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you should include a statement in your written objection (*see* Question 20) that you intend to appear at the hearing. Be sure to include your name, address, and signature as well. Notwithstanding the foregoing, it is in the judge's discretion to let you speak at the Fairness Hearing. You cannot speak at the hearing if you opt out or exclude yourself from the Class.

## **IF I DO NOTHING**

If you are a Settlement Class Member and do nothing, you will not get any money or credit monitoring from this Settlement, and you will not be able to sue the Defendant or other released parties for the claims released by the Settlement Agreement.

## **GETTING MORE INFORMATION**

This notice summarizes the proposed Settlement—more details are in the Settlement Agreement and other case documents available at [Website address] by reviewing the case docket and filings at [Court link] or by visiting the [Courthouse] between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

Visit the Settlement Website, [Website address] where you will find more information, including the Claim Form, a copy of the Settlement Agreement, and answers to questions about the Settlement and other information to help you determine whether you are eligible for a payment.

Contact the Settlement Administrator at [Toll-free number] or by email at [Email]@cptgroup.com

**PLEASE DO NOT CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# EXHIBIT 4

STATE OF NORTH CAROLINA  
COUNTY OF CASWELL

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
CIVIL ACTION NO.: 25CVS229

AMY ALLIN, EMILY  
BUSHNELL, And TRAVIS  
RAMSEY individually and on  
behalf of all others similarly  
situated,

Plaintiffs,

v.

COMPASSION HEALTH CARE,  
INC.,

Defendant.

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**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Compassion Health Care, Inc., ("Compassion" or "Defendant"). After reviewing Plaintiffs' Motion, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement,<sup>1</sup> including the proposed Notice Program and forms of Notice to the Settlement Class, the appointment of Plaintiffs Amy Allin, Emily Bushnell, and Travis Ramsey as the Settlement Class Representatives, the appointment of Mariya Weekes as Class Counsel for Plaintiffs and the Settlement

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<sup>1</sup> All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

Class, the approval of CPT Group, Inc. as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

2. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

All living individuals in the United States whose Private Information was implicated in the Data Incident.

Excluded from the Settlement Class are the Court, the officers and directors of Defendant, any governmental entity, all members of the Settlement Class who timely and validly request exclusion from the Settlement Class, and the Judge assigned to evaluate the fairness of this settlement and their immediate family.

3. Based on the information provided, for the purposes of settlement only: the Settlement Class is ascertainable; it satisfies numerosity; there are common questions of law and fact, including issues related to data security and the nature and scope of the information potentially implicated in the Data Incident, also satisfying commonality; the proposed Settlement Class Representatives' claims are typical; the proposed Settlement Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court appoints Plaintiffs Amy Allin, Emily Bushnell, and Travis Ramsey as the Class Representatives.

5. The Court appoints Mariya Weekes, Esq. of Milberg Coleman Bryson Phillips & Grossman, PLLC as Class Counsel for the Settlement Class.

6. The Court appoints CPT Group, Inc. as the Settlement Administrator.

7. A Final Approval Hearing shall be held before the Court on \_\_\_ [date] \_\_\_\_\_, 202\_ at \_\_\_ [time] \_\_\_\_\_, or by remote means, for the following purposes:

- a) To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b) To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c) To determine whether the Notice Program conducted was appropriate;
- d) To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e) To determine whether the requested Plaintiffs' Service Awards of \$1,500.00 to each Plaintiff, and Class Counsel's Attorney's Fees and Costs should be approved by the Court;
- f) To determine whether the settlement benefits are fair, reasonable, and adequate; and,

g) To rule upon such other matters as the Court may deem appropriate.

8. The Court approves, as to the form and content of the Notices.

Furthermore, the Court approves the implementation of the Settlement Website and the proposed methods of mailing or distributing the notices substantially in the form as presented in the exhibits to the Settlement, and finds that such Notice Program meets the requirements of North Carolina Rule of Civil Procedure 23(c) and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

9. The Court preliminarily approves the following timeline for the purposes of conducting the Notice Program, Settlement Administration, claims processing, and other execution of the proposed Settlement:

#### **SETTLEMENT TIMELINE**

<b><u>From Order Granting Preliminary Approval</u></b>	
Defendant provides Class Member Information to the Settlement Administrator	+5 days after preliminary approval order
Notice Commencement Date	+30 days after preliminary approval order
Plaintiffs' Motion for Final Approval of the Settlement and Motion for Fees, Expenses, and Service Awards	-45 days before the initially scheduled Final Approval Hearing.
Objection Deadline	-30 days before the Final Approval Hearing
Opt-Out Deadline	-30 days before the Final Approval Hearing
Claims Deadline	-15 days before the initial scheduled Final Approval Hearing
<b><u>Final Approval Hearing</u></b>	, 2026 (+120 days after preliminary approval order)
<b><u>From Order Granting Final Approval</u></b>	

Effective Date	+30 days following entry of the Final Approval Order, assuming no appeal has been taken
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10. In order to be a Valid Claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 15 days before the initial scheduled Final Approval Hearing. Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Postcard Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

11. Additionally, all requests to opt out or object to the proposed Settlement must be postmarked by or received by the Settlement Administrator no later than 30 days prior to the initially scheduled Final Approval Hearing. 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 even if that Settlement Class Member does not submit a Valid Claim.

12. Settlement Class Members may submit an objection to the proposed Settlement. 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 opted out of 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. For an objection to be considered by the Court, the objection must also set forth: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f)

the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). 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.

13. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the releases, including the Released Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement Agreement or any Final Approval order as to Defendant in this Action.

14. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Settlement Class are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or the other Released Parties.

15. In the event that the Settlement Agreement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement Agreement and this Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the Parties' settlement discussions, negotiations or documentation (including any briefs filed in support of preliminary or final approval of the settlement) shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant, or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

16. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

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Superior Court Judge

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$600K Compassion Health Care Settlement Wraps Up Class Action Lawsuit Over Data Breach Discovered in March 2025](#)

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