IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CYNTHIA HILL, TREMAINE BLAKE, KEVIN LOCKWOOD, WENDY BASIL, JACOB ELSEWHERE, and DAVID WARD, individually and on behalf of all others similarly situated, Plaintiffs, v. COMPUMEDICS USA, INC., Defendant.	Case No. CACE-26-009585

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement[1] 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. Background

1. Defendant is the United States arm of a global supplier of medical technology and devices for sleep and neuro diagnostics (including brain research) and ultrasonic blood flow monitoring, including data analytics technologies, used by health care providers in sleep studies. Defendant's customers and their patients are scattered across many counties in Florida, with a fair amount residing in Broward County.

2. Defendant collects, maintains, and stores Private Information pertaining to its

[1] All capitalized terms shall have the same meanings as those defined in Section II herein.

customers' current and former patients, including confidential personally identifiable information and protected health information.

3. In or around March 2025, Defendant discovered that cybercriminals unlawfully gained access to its network in a Data Incident, resulting in the exfiltration of approximately 318,000 individuals' Private Information. Defendant began notifying Plaintiffs and the Settlement Class about the Data Incident potentially affecting their Private Information on or around June 27, 2025.

4. Shortly after Plaintiffs received Defendant's notice of the Data Incident, Plaintiffs filed respective putative class action lawsuits, which were later consolidated in the United States District Court for the Western District of North Carolina under case number 3:25-cv-00479-MOC-DCK on July 28, 2025 (Dkt. 5). The court overseeing the Western District of North Carolina proceedings appointed Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC,]as interim class counsel, and appointed David M. Wilkerson of Wilkerson Justus PLLC as interim local counsel. Plaintiffs filed a consolidated complaint on August 27, 2025, asserting claims against Defendant for: (1) negligence/negligence *per se*, (2) breach of implied contract, (3) breach of third-party beneficiary contract, and (4) unjust enrichment (Dkt. 8). Defendant filed a motion to dismiss the consolidated complaint in its entirety on September 26, 2025 (Dkt. 16).

5. Shortly thereafter, considering the risk, expense, and delay of continued litigation, the Parties began discussing a potential resolution of the Action through mediation. The Parties scheduled mediation with experienced data breach mediator Bruce A. Friedman of JAMS. Mr. Friedman has extensive experience mediating data privacy class actions. The Parties requested a stay of the Action pending mediation, which the Court granted on January 16, 2026 (Dkt. 26-27).

6. In preparation for mediation, Class Counsel propounded informal discovery

requests on Defendant, to which Defendant responded by providing information related to, among other things, the number and geographic location of individuals whose information may have been impacted by the Data Incident, and the specific type of information breached. The Parties also each prepared and exchanged detailed mediation statements outlining their respective positions on liability and damages. The information exchanged during these negotiations allowed the Parties to understand the strengths and weaknesses of their respective claims and defenses, along with any risks.

7. The Parties participated in a full-day mediation session with Mr. Friedman on April 13, 2026, but were unable to reach agreement on a resolution at that time.

8. The Parties provided the Western District of North Carolina court with a status report informing of the mediation impasse, and the stay of that case was lifted. Thereafter, the Parties conferred, negotiated, and prepared a proposed case management plan for the Western District of North Carolina case.

9. Although the Parties did not agree to resolve the Action at mediation, with Mr. Friedman's assistance their respective counsel continued the hard-fought, arm's-length negotiations for weeks after the mediation session, ultimately culminating in the Parties' agreement on the material terms of the proposed Settlement in principle to resolve the actions on a classwide basis, which provides substantial benefits to the Settlement Class.

10. The Parties also determined during their settlement discussions that venue is proper in Broward County, which is more convenient for the Parties and removes any outstanding concerns Defendant raised about the lack of Article III standing. Consequently, the Parties filed the Complaint in this Action on June 10, 2026, asserting claims against Defendant for: (1) negligence/negligence *per se*, (2) breach of implied contract, (3) breach of third-party beneficiary

contract, and (4) unjust enrichment.

11. The Parties now agree to settle the Action entirely, without any admission or acknowledgment 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 associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations the Complaint (and similarly do not concede any of the allegations in the other complaints in the related or previously filed actions), and expressly disclaim and deny 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. [2]

[2] Eastern Maine Healthcare Systems d/b/a Northern Light Health, one of Compumedics' customers, was also sued in a separate lawsuit arising out of the Data Incident captioned *Janie Moore v. Eastern Maine Healthcare Systems d/b/a Northern Light Health, EMHS, and Live Safe Response Service*, Docket No. C/V-2025-00105. The *Moore* matter was voluntarily dismissed during settlement negotiations pursuant to court rule on June 10, 2026. The putative class, the alleged claims, and Plaintiffs' counsel are the same in the *Moore* case and the above-captioned matter. All parties agree that this Agreement and its Release provisions in Section XI are intended to cover any claims related to Eastern Maine Healthcare Systems d/b/a Northern Light Health.

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 putative class action lawsuit entitled *Hill, et al. v. Compumedics USA, Inc.*, Case No. CACE-26-009585 (Fla. Cir. Ct., Broward Cnty.).

13. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement between Plaintiffs and Defendant, including all exhibits.

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 and costs, and Service Awards for the Class Representatives.

15. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who submit a Valid Claim for either Cash Payment A – Extraordinary Documented Losses or Cash Payment B – Alternate Cash.

16. "**Cash Payment A - Extraordinary Documented Losses**" means the Settlement Benefit consisting of a maximum payment of $2,500.00 for reimbursement of extraordinary documented losses arising from the Data Incident, pursuant to Section IV of this Agreement.

17. "**Cash Payment B - Alternate Cash**" means the Settlement Benefit consisting of a *pro-rata* flat cash payment from the Cash Payments Fund, pursuant to Section IV of this Agreement.

18. "**Cash Payments Fund**" means the non-reversionary sum of $500,000.00 to be paid by, or on behalf of, Defendant as specified in this Agreement for payment of Valid Claims for Cash Payment B – Alternate Cash.

19. "**Claim**" means the submission of a Claim Form by a Claimant to elect Settlement Benefits under the terms of this Settlement Agreement.

20. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 4***, 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 to receive Settlement Benefits.

22. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

23. **"Claim Process"** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure for the Settlement Administrator to approve or reject Claims.

24. "**Class Counsel**" means Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

25. "**Class List**" means the list of Settlement Class Members' names and physical addresses maintained by Defendant, which Defendant shall prepare and provide to the Settlement Administrator within 14 days of Preliminary Approval. To the extent Defendant possesses email addresses for those Settlement Class Members, those email addresses will also be provided.

26. "**Class Representatives**" means the Plaintiffs.

27. "**Complaint**" means the putative Class Action Complaint filed by Plaintiffs in this Action on June 10, 2026.

20. "**Court**" means the 17th Judicial Circuit Court in and for Broward County, Florida,

and the Judge(s) assigned to the Action.

21. "**Data Incident**" means the cybersecurity incident that occurred between approximately February 15, 2025, and March 23, 2025, involving the unauthorized access to Defendant's network systems, and potential acquisition of Settlement Class Members' Private Information.

22. "**Defendant**" means Compumedics USA, Inc., the defendant in the Action.

23. "**Defendant's Counsel**" means Casie D. Collignon and Raika N. Casey of Baker & Hostetler LLP.

24. "**Effective Date**" means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be 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.

25. "**Email Notice**" means the email notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, which the Settlement Administrator shall disseminate to Settlement Class Members by email to Settlement Class Members for whom email addresses are available.

26. "**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. This hearing may be held remotely.

27. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting the Motion for Final Approval of the Settlement and the Application for Attorneys' Fees, Costs and Service Awards.

28. "**Final Approval Order**" means the final order, substantially in the form attached hereto as ***Exhibit 6***, that the Court enters granting Final Approval of the Settlement. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel and Service Awards to the Class Representatives.

29. "**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.

30. **"Medical Data Monitoring"** means the Settlement Benefit of one year of medical data monitoring services that all Settlement Class Members will automatically be entitled to receive pursuant to Section IV herein.

31. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

32. "**Motion for Preliminary Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Preliminary Approval of the Settlement.

33. "**Notice**" means the Email Notice, Postcard Notice, Long Form Notice, and Claim Form that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

34. **"Notice Commencement Deadline"** means 30 days after the Court's entry of the Preliminary Approval Order.

35. "**Notice Program**" means the methods provided for in this Agreement that may be

used for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the toll-free Settlement telephone line.

36. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

37. "**Objection Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

38. "**Opt-Out Deadline**" means 15 days before the initial scheduled Final Approval Hearing.

39. "**Party**" means any Plaintiff or Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

40. "**Plaintiffs**" means Cynthia Hill, Tremaine Blake, Kevin Lockwood, Wendy Basil, Jacob Elsewhere, and David Ward.

41. "**Postcard Notice**" means the postcard form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that may be distributed to Settlement Class Members for whom postal addresses are available.

42. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

43. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

44. "**Private Information**" means the names, addresses, dates of birth, Social Security numbers, medical treatment and diagnosis information, demographic information, medical record

numbers, provider names, dates of treatment, health insurance information, sleep study details and results, and other sensitive data potentially impacted in the Data Incident.

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, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, 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 Defendant's past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, physicians, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant's behalf, in their capacity as such. Released Parties shall also include Defendant's customers and/or clients affected by the Data Incident, including but not limited to, Eastern Maine Healthcare Systems d/b/a Northern Light Health.

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, receivers, agents, attorneys, accountants, financial and other

advisors, and any other representatives of any of these persons and entities.

49. **"Service Awards"** means the payment the Court may award the Plaintiffs for serving as Class Representatives, not to exceed $2,500.00 for each Class Representative, which is in addition to any Valid Claim for Settlement Benefits.

50. "**Settlement Administration Costs**" means the pre-capped administration costs and fees incurred by the Settlement Administrator regarding Notice and administration of the Settlement.

51. "**Settlement Administrator**" means Epiq Class Action and Claims Solutions, Inc. or "Epiq", the third-party notice and claims administrator jointly selected by the Parties.

52. "**Settlement Benefits**" means the Cash Payments and/or Medical Data Monitoring made available to the Settlement Class under this Agreement.

53. "**Settlement Class**" means all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendant, and any entity in which Defendant has a controlling interest; (b) governmental entities; (c) the Judge(s) assigned to the Action, their immediate family, and Court staff; (d) any Settlement Class Member who timely and validly opted out of the Settlement; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity giving rise to the Data Incident, or who pleads *nolo contendere* to any such charge.

54. "**Settlement Class Member**" means any member of the Settlement Class.

55. "**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 and 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.

56. "**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, their full name, address, and date of birth. 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

57. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. 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 in such event.

IV. Settlement Consideration

58. The Settlement includes the following Settlement Benefits, all of which will be paid by Defendant: (a) Cash Payments, (b) Medical Data Monitoring, (c) Settlement Administration Costs, and (d) any Court-awarded attorneys' fees, costs, and Service Awards. Settlement Class Members who opt-out of the Settlement will not receive a Cash Payment and/or Medical Data Monitoring.

a. **Cash Payments**

i. Cash Payment A - Extraordinary Documented Losses. All Settlement Class Members are eligible to submit a Claim for up to $2,500.00 per Claimant for reimbursement of documented losses due to identity theft or fraud arising from the Data Incident. Compensable extraordinary losses are unreimbursed monetary losses incurred by a Settlement Class Member that are more likely than not directly arising from identity theft or other fraud perpetrated against the Settlement Class Member as a result of the Data Incident and may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's Private Information. Settlement Class Members who submit a Claim for Cash Payment A - Extraordinary Documented Losses must complete and submit a Claim Form and include documentation in support of the losses claimed. Non-exhaustive examples of reasonable documentation include, receipts, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, or cell phone charges (only if charged by the minute). Self-prepared documents or

receipts, personal certifications, declarations, or affidavits from the Claimant do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Claimant does not submit documentation supporting a Claim for Cash Payment A – Extraordinary Documented Losses, or if the Settlement Administrator rejects the Claim for Cash Payment A for any reason and the Settlement Class Member fails to cure, the Claim for Cash Payment A - Extraordinary Documented Losses will be rejected and treated as a Claim for Cash Payment B - Alternate Cash.

ii. Cash Payment B - Alternate Cash. In the alternative to Cash Payment A - Extraordinary Documented Losses, Settlement Class Members may submit a Claim for Cash Payment B - Alternate Cash, a *pro-rata* flat cash payment to be paid from the Cash Payments Fund. There is a Cash Payments Fund of $500,000.00, which is the maximum amount Defendant will be obligated to pay under this Agreement for all Valid Claims for Cash Payment B – Alternate Cash. This means Settlement Class Members' compensation may increase or decrease depending upon the total number of Valid Claims received for Cash Payment B.

b. **Medical Data Monitoring**

In addition to Cash Payments, all Settlement Class Members will be automatically entitled to receive one year of CyEx Medical Shield Medical Data Monitoring Services. Settlement Class Members will receive Medical Data Monitoring enrollment codes and instructions with their Notice of the Settlement.

c. **Settlement Administration Costs**

Defendant shall be solely responsible for the payment of all Settlement Administration

Costs, which shall be subject to a pre-approved cap agreed upon between Defendant and the Settlement Administrator. Defendant shall enter into a separate agreement with the Settlement Administrator regarding the timing and manner of payment of such Settlement Administration Costs, and Defendant shall have no obligation to pay Settlement Administration Costs in excess of the agreed cap.

V. Settlement Approval

61. Within 10 days following execution of this Agreement, Plaintiffs shall file the Motion for Preliminary Approval. The Motion for Preliminary Approval 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 Epiq as the Settlement Administrator; (4) approve the Notice Program set forth herein and approve the form and content of the Notices; (5) approve the Claim Process set forth herein and approve the form and content of the Claim Form; (6) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (7) appoint Plaintiffs as Class Representatives; (8) appoint Jeff Ostrow, and Mariya Weekes, as Class Counsel; (9) appoint Epiq as the Settlement Administrator; (10) stay the Action pending Final Approval of the Settlement; and (11) 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

62. The Parties agree that, subject to Court approval, Epiq 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 Florida.

63. 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 Claim Process, and overseeing the distribution of Settlement Benefits to Settlement Class Members who submit Valid Claims.

64. The Settlement Administrator's duties include the following:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice and/or Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement 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 answering the frequently asked questions of Settlement Class Members who call with 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 for the Parties confirming that 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 and the amount of each benefit claimed, 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. Collecting from Defendant and administering the Cash Payments Fund, and collecting from Defendant or its insurer(s) the funds necessary to pay Valid Claims for Cash Payment A – Extraordinary Documented Losses, and Court-approved attorneys' fees, costs, and Service Awards;

j. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Cash Payment A –Extraordinary Documented Losses;

k. Distributing payments for Valid Claims for Cash Payment B – Alternate Cash from the Cash Payments Fund; and

l. Any other Settlement administration function at the instruction and/or approval of Class Counsel and Defendant's Counsel.

VII. Notice to the Settlement Class; Opt-Out and Objection Procedures

65. Defendant will make available to Class Counsel and the Settlement Administrator

the Class List no later than 14 days after entry of the Preliminary Approval Order. Defendant will ensure the class list contains any updated address information learned through advanced searches performed when it sent data breach notification letters, if any.

66. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. This includes sending Email Notices to all Settlement Class Members for which email addresses are available, and Postcard Notices to Settlement Class Members for whom no email address is available or Email Notice bounces back.

67. The Email Notice and/or 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 Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website 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.

68. In the event Email Notices are returned undeliverable, the Settlement Administrator shall mail Postcard Notices to the Settlement Class Members whose Email Notices are returned. In the event Postcard Notices are returned undeliverable, the Settlement Administrator shall use

its best efforts to find better addresses for the Settlement Class Members whose Postcard Notices are returned. 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 14 days before the Opt-Out and Objection Deadlines, Postcard Notices shall be remailed to those Settlement Class Members for which the Settlement Administrator is able to identify better addresses.

69. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Date. 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 upon a Settlement Class Member's request.

70. The Email Notice and/or Postcard Notice shall direct Settlement Class Members to the Settlement Website to review the Long Form Notice and learn more about the Settlement, including how to opt-out or object.

71. The Long Form Notice also shall include the procedure on how to opt-out of the Settlement. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: (a) be personally signed by the Settlement Class Members; (b) contain the requestor's name, address, telephone number, and email address (if any); (c) contain the name and number of the Action: *Hill, et al. v. Compumedics USA, Inc.*, Case No. CACE-26-009585 (Fla. Cir. Ct., Broward Cnty.); and (d) include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement,

including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim. "Mass" or "class" opt-outs filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to opt-out, and that has not been signed by each and every individual Settlement Class Member that seeks to opt-out will not be allowed.

72. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards. 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 herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid. In other words, objections by mail postmarked later than the Objection Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

73. For an objection to be considered by the Court, the objection must also set forth all of the following:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. the name and number of the Action: *Hill, et al. v. Compumedics USA, Inc.*, Case No. CACE-26-009585 (Fla. Cir. Ct., Broward Cnty.);

c. information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (*e.g.*, copy of the objector's Email or Postcard Notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

e. 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, 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;

f. 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 Awards;

g. 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;

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

i. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a statement confirming whether the objector and or the objector's counsel utilized any form of artificial intelligence in the preparation of the objection; and

l. 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. This includes taking depositions and requesting documents. Failure to strictly comply with each and every requirement contained in this paragraph, the Long Form Notice, and the Court's Preliminary Approval Order will result in the Court summarily overruling the objection on procedural grounds.

74. Any Settlement Class Member who submits both an opt-out request and an objection to the Settlement, regardless of which was submitted first, shall be deemed to have opted-out of the Settlement. In such circumstances, the objection will be deemed withdrawn and shall not be considered by the Court.

75. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing.

VIII. Claim Process and Disbursement of Settlement Benefits

76. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to Settlement Benefits 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. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

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 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 10 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, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel 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. No later than 15 days after the Settlement Administrator has completed review and validation of all Claims for Medical Data Monitoring and for Cash Payment A - Extraordinary Documented Losses, the Settlement Administrator shall provide Defendant with an invoice for the funds necessary to pay Medical Data Monitoring and all approved Cash Payment A - Extraordinary Documented Losses claims, and (2) for each Settlement Class Member eligible to receive such payment (including any Class Representative receiving a Service Award), the information reasonably necessary to conduct sanctions screening, including the individual's full name, mailing address, country of residence, and date of birth. Defendant shall pay or cause to be paid the invoiced amount to the Settlement Administrator within 30 days after receipt of the invoice, a current and completed W-9 form, sufficient payment instructions, verbal verification of the payment instructions, and completion of the applicable sanctions screening process. For the avoidance of doubt, the 30-day funding period shall not begin with respect to any Claimant for whom the information necessary to complete sanctions screening has not been provided or whose sanctions screening remains pending. The Settlement Administrator shall distribute Cash Payments for Cash Payment A – Extraordinary Documented Losses to Settlement Class Members with Valid Claims no later than 15 days after the Settlement Administrator receives the funds. The Settlement Administrator shall cause Medical Data Monitoring codes to be automatically sent to Settlement Class Members in the Email Notices and/or Postcard Notices. Settlement Class

Members will receive an email with instructions on activating Medical Data Monitoring following the Effective Date.

87. No later than 15 days after the Settlement Administrator has completed review and validation of all Claims for Cash Payment B - Alternate Cash, the Settlement Administrator shall provide Defendant with (1) an invoice for $500,000.00 and (2) for each Settlement Class Member eligible to receive such payment, the information reasonably necessary to conduct sanctions screening, including the Settlement Class Member's full name, mailing address, country of residence, and date of birth. Defendant shall pay or cause to be paid the $500,000.00 amount to the Settlement Administrator within 30 days after receipt of the invoice, a current and completed W-9 form, sufficient payment instructions, verbal verification of the payment instructions, and completion of the applicable sanctions screening process. The 30-day funding period shall be tolled with respect to any Settlement Class Member for whom the information necessary to complete sanctions screening has not been provided or whose sanctions screening remains pending.

88. Cash Payments to Settlement Class Members will be made by electronic payment. Settlement Class Members will choose their form of payment on their Claim Form. However, Settlement Class Members who do not provide correct or complete information to receive an electronic payment shall receive a paper check in the mail. Paper checks must be negotiated within 90 days of issuance. 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, or if the Settlement Class Member does not cash their check within 90 days of issuance, the Settlement Class Member shall forfeit their entitlement right to the funds, and shall be bound by the Settlement Agreement and the terms therein.

IX. Final Approval Order and Final Judgment

89. Plaintiffs shall file a Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 30 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's 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 and Florida law;

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, Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees, Costs and Service Awards

91. ***Service Awards*** – In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request, and Defendant will not oppose, Service Awards for the Class Representatives in the amount not to exceed $2,500.00 per Class Representative, subject to Court approval. The Service Awards payments to the Class Representatives shall be separate and apart from Class Representatives' entitlement to Settlement Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards to Class Counsel within 30 days of the Effective Date and upon receipt of a current and completed IRS Form W-9 and sufficient payment instructions and verbal verification of the payment instructions.

92. ***Attorneys' Fees and Costs*** – Through the Application for Attorneys' Fees, Costs, and Service Awards as part of the Motion for Final Approval, Plaintiffs will move the Court for an order awarding Class Counsel reasonable attorneys' fees and litigation costs of up to $1,100,000.00, inclusive. Defendant will not oppose the request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel within 30 days of the Effective Date and upon receipt of a current and completed IRS Form W-9, sufficient payment instructions, and verbal verification of the payment instructions.

93. The Parties did not discuss the payment of attorneys' fees, costs, or Service Awards until after the Parties reached an agreement as to all material terms of the Settlement. This

Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and 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.

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 irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining, or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives 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 Business and Professions Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

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. Notwithstanding the foregoing, the Releasing Parties are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

95. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims and will not obtain any Settlement 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 set forth in Section V and the Releases set forth in Section XI of this Agreement;

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. 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

100. 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.

101. 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.

102. Defendant may also unilaterally terminate this Settlement Agreement within 14 days' written notice to Class Counsel if more than 50 Settlement Class Members submit valid Opt-Outs.

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 maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. 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 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 the 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. ***Confidentiality***. To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be

unreasonably withheld. The Parties will cooperate with each other regarding public statements about the settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

110. ***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.

111. ***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.

112. ***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.

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 Florida, 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 and the same 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:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Mariya Weekes
MILBERG PLLC
333 SE 2nd Avenue, Suite 2000
Miami, FL, 33131
Email: mweekes@milberg.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon
Raika N. Casey
BAKER & HOSTETLER, LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@bakerlaw.com
rcasey@bakerlaw.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.

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 and Defendant's Counsel represent and warrant that the persons signing this Agreement on Plaintiffs' and Defendant's 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 (a) they 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.

Signatures on Following Page

CLASS COUNSEL (for Plaintiffs)

Jeffrey Ostrow
Jeffrey Ostrow (Sep 18, 2026 12:26:09 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

Mariya Weekes
Mariya Weekes (Sep 18, 2026 12:28:13 EDT)

MARIYA WEEKES
MILBERG PLLC

DEFENDANT COMPUMEDICS USA, INC.

By: David Lawson
Its: Director and CFO

DEFENDANT'S COUNSEL

CASIE D. COLLIGNON
BAKER & HOSTETLER LLP

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: Compumedics Settlement Ends Class Action Lawsuit Over 2025 Data Breach

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