

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated as of the Effective Date, is entered into by and between the following settling parties: Alan Branson and Helena Phillips<sup>1</sup> (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Classes<sup>2</sup>, by and through their counsel of record, Randall K. Pulliam and Samuel R. Jackson of Carney Bates & Pulliam, PLLC (“Settlement Class Counsel”); and Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation (“Concord” or “Defendants”). Plaintiffs and Defendants are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

This Settlement Agreement is subject to Court approval and is intended to fully, finally, and forever resolve, discharge, and settle the Action and Released Claims, upon and subject to the terms and conditions herein.

### **RECITALS**

WHEREAS, Concord is a health care system that provides a variety of health-related services;

WHEREAS, on May 9, 2024, Plaintiff Alan Branson filed a Complaint against Concord in Hillsborough Superior Court in Manchester, New Hampshire (*Branson v. Concord Hospital Inc. et al.*, Case Number 217-2024-CV-00295), related to Concord’s alleged use of third-party tracking technology on its websites (the “Action” or “Litigation”);

WHEREAS, Concord moved to dismiss the Complaint;

WHEREAS, on April 29, 2025, the Court granted Concord’s Motion to Dismiss in its entirety, but allowed Plaintiff leave to file an amended complaint to address the Court’s Order;

WHEREAS, on May 27, 2025, Plaintiffs filed the current Amended Class Action Complaint (*Branson & Phillips v. Concord Hospital Inc., et al.*) adding Plaintiff Helena Phillips as a plaintiff;

WHEREAS, Concord moved to dismiss the Amended Complaint;

WHEREAS, on October 23, 2025, the Court partially granted Concord’s Motion to Dismiss, dismissing Plaintiff Branson’s New Hampshire Patient Privacy Law claim;

WHEREAS, the remaining causes of action are (i) Plaintiff Phillips’ New Hampshire Patient Privacy Law claim and (ii) Plaintiff Branson and Phillips’ New Hampshire Wiretapping and Electronic Surveillance Act claim;

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<sup>1</sup> After the filing of the Amended Complaint, Plaintiff Helena Phillips married and changed her last name to Zahorak. However, for the sake of consistency, these filings will continue to refer to her as Helena Phillips.

<sup>2</sup> All capitalized terms not defined herein shall have the meanings set forth below.

WHEREAS, Concord denies all of the allegations and causes of action pleaded in the Action and otherwise denies any wrongdoing and liability; and

WHEREAS, the Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the Action on the terms set forth below to avoid the associated burdens, risks, and extensive costs;

WHEREAS, on April 23, 2026, the Parties engaged in an arm's-length, full-day mediation session under the direction of Brad Honoroff of The Mediation Group—a respected mediator with substantial experience with class actions—and reached a general agreement on settlement terms, without admission of fault or conclusions of fact or law, to resolve the claims brought in the Action;

WHEREAS, based upon substantial investigation, pre-mediation exchange of discovery, and Counsel's extensive experience in third-party tracking technology cases, Settlement Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate for Settlement Class Members and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Action arising out of or relating to Concord's use of third-party tracking technology on its Concord Web Properties pursuant to the terms and provisions of this Agreement after considering (i) the substantial benefits that Settlement Class Members will receive from the Settlement, (ii) the uncertain outcome and attendant risks of litigation, (iii) the delays inherent in litigation, and (iv) the desirability of permitting the Settlement of this Litigation to be consummated as provided by the terms of this Agreement;

WHEREAS, pursuant to these terms, which are set forth fully herein, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Action against Concord and the Released Persons arising out of or relating to Concord's use of third-party tracking technology on its websites, by and on behalf of the Settlement Class Representatives and Settlement Class Members, and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Concord relating to Concord's use of third-party tracking technology on its websites;

NOW, THEREFORE, IT IS HEREBY AGREED, by and among Settlement Class Representatives, individually and on behalf of the Settlement Class, Settlement Class Counsel, and Concord that, subject to the Court's approval, when the judgment becomes Final as defined herein, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, and subject to the terms and conditions of this Settlement Agreement.

## **I. DEFINITIONS**

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

1. “Claims Deadline” means the last date on which a Settlement Class Member may submit a Claim Form to the Settlement Administrator to be eligible for a Settlement Payment, which will be sixty (60) days after the Notice Deadline.

2. “Claim Form” means the form that a Settlement Class Member must timely submit to the Settlement Administrator in order to be eligible to receive a Settlement Payment, substantially in the form attached hereto as **Exhibit E**.

3. “Concord” and “Defendants” means Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation

4. “Concord Web Properties” means the webpages/mobile applications owned, operated, or associated with Concord.

5. “Court” means the Hillsborough Superior Court in Manchester, New Hampshire.

6. “Defendant’s Counsel” means Robert Lucic of Sheehan Phinney Bass & Green, PA and Josh Becker of Shook, Hardy & Bacon L.L.P.

7. “Digital Publication Notice” means notice by publication of digital advertising materials on the internet. Digital Publication Notice includes digital advertising published on social media websites, within search results, or as banner advertising on target websites. The Settlement Administrator shall work with the Parties to design the Digital Publication Notice program, and effectuate such notice in compliance with the Settlement Agreement and any Court Orders.

8. “Effective Date” means one business day following the date upon which this Settlement becomes Final.

9. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

10. “Final” means the occurrence of all of the following events: (i) the Settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment; and (iii) the time to appeal or seek permission to appeal from the judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

Notwithstanding the above, any order modifying or reversing any attorneys' fee award, Litigation Costs and Expenses, or service awards made in this Action shall not affect whether the judgment is Final or any other aspect of the Final Approval Order and Judgment.

11. "Final Approval Order and Judgment" means an order and judgment substantially in the form attached hereto as **Exhibit D** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the New Hampshire Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

12. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

13. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action. Litigation Costs and Expenses in this matter are not more than \$30,000.00.

14. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** ("Short Form Notice") and **Exhibit B** ("Long Form Notice"), in addition to Digital Publication Notice.

15. "Notice Deadline" means the date by which Notice must be completed to individuals on the Settlement Class List, which will occur no later than thirty days after entry of the Preliminary Approval Order.

16. "Notice and Administrative Expenses" means incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice, locating Settlement Class Members, and determining the eligibility of an individual to be a Settlement Class Member. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

17. "Objection Deadline" means the last date on which a Settlement Class Member may file an objection to the Settlement, which will be sixty days after the Notice Deadline.

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

19. "Opt-Out Deadline" means the final date on which an individual may submit a Request for Exclusion, which will be sixty days after the Notice Deadline.

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

21. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from Defendants’ use of third-party Website Pixels on Concord Web Properties during the period between May 9, 2021 to the date the preliminary approval order is issued by the Court, the operative facts alleged in the Action, including the complaint and any amendment thereto, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

22. “Released Parties” means Concord and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Concord’s and these entities’ respective predecessors, successors, heirs, executors, administrators, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees, transferees, trustees, and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

23. “Releasing Parties” and a “Releasing Party” means the Settlement Class Representatives and Settlement Class Members, and each of their present or past spouses, heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

24. “Request for Exclusion” means a written request by or on behalf of an individual on the Settlement Class List seeking exclusion from the Settlement Class, submitted in the form and manner specified in the Notice and as further described herein.

25. “Service Award” means a monetary award for the Settlement Class Representatives, approved by the Court in recognition of their role in this Action.

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

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

28. “Settlement Classes” are defined as (i) all individuals whose telecommunications were allegedly intercepted by Google and/or Geonetric while using the Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order is issued by the Court; and (2) all individuals whose Protected Health Information may have been disclosed to Google, Geonetric, or other online tracking technology while using the Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order is issued by the Court. Excluded from the Settlement Class are (i) Defendants, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion (also known as opting out) from the Settlement Class; and (iii) any judges assigned to this case and their staff and family.

29. “Settlement Class List” means the list of the names and current or last known email address for Settlement Class Members, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within ten days of entry of the Preliminary Approval Order.

30. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class but who does not Opt-Out of the settlement.

31. “Settlement Fund” means the \$800,000.00 common fund established by Defendants as the total settlement compensation. This amount represents the total that Concord will pay in any way to resolve this Litigation. Defendants shall pay the full Settlement Fund into a Qualified Settlement Fund pursuant to Treasury Regulation § 1.468B-1, established by the Settlement Administrator.

32. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines.

33. “Website Pixels” means the Google Analytics, Geonetric, other third-party pixels, and any similar technologies that provide analytics relating to visitor activities on websites.

## **II. SETTLEMENT BENEFITS**

34. **Establishment of Settlement Fund.** In exchange for dismissal of this Action with prejudice, and the Released Claims as provided herein, Concord agrees to establish a common fund of \$800,000.00 from which Settlement Class Members who submit a valid Claim Form will receive their *pro rata* proportionate share. All Service Award Payments, Notice and Administrative Expenses, and Fee Award (not to exceed 33.33% of the Settlement Fund), Costs, and Expenses will also be paid out of the Settlement Fund.

### **35. Distribution of Settlement Fund.**

- a. **Fund Distribution.** The Settlement Fund shall be applied first to pay Notice and Administrative Expenses, then any Court-approved Service Award Payments, then any Court-approved Fee Award and Costs. The

remaining balance of the Settlement Fund, after payment of the preceding items, will be distributed on a pro rata basis to Settlement Class Members who submit a valid Claim Form by the Claims Deadline. Settlement Class Members who submit valid claims will have the option to elect electronic payment or to receive a paper check. Following distribution of the first round of payments to Settlement Class Members who submitted valid claims, any funds not accepted by Settlement Class Members shall be re-distributed to those Settlement Class Members who accepted payment from the initial distribution, unless the costs of making a secondary distribution would outweigh the amount of funds remaining. No funds from the Settlement Fund will revert to Defendants. Any unclaimed funds following the distribution will be distributed to a mutually agreed-upon *cy pres* recipient, subject to the Court's approval. The Parties have agreed upon the New Hampshire Charitable Foundation as the *cy pres* recipient in this matter.

- b. **Timing of Distribution.** The Settlement Administrator shall distribute the funds to Settlement Class Members who submitted valid claims within thirty (30) days of the Effective Date.

36. **Funding Schedule.** The first \$100,000 of the Settlement Fund shall be transferred to the Settlement Fund no later than 21 days after the later of: (i) the Court issues an order granting Preliminary Approval of the Settlement or (ii) Concord's receipt of the necessary funding information from the Settlement Administrator. The balance of the Settlement Fund will be transferred within 15 days after the later of: (i) the Court grants Final Approval of the Settlement or (ii) Concord's receipt of the necessary funding information from the Settlement Administrator.

37. **Business practice Changes.** Defendants agree to cease their use of the Website Pixels unless or until they obtain informed, voluntary consent from website visitors prior to utilizing the Website Pixels, or, until such changes occur in the New Hampshire Patient Privacy Law (RSA § 332-I) or the New Hampshire Wiretap Act (RSA § 570-A) which would otherwise render use of the Website Pixels lawful. Nothing herein shall prohibit Defendants from utilizing Website Pixels in any manner consistent with the laws of the state of New Hampshire or the United States.

38. **Claims Process.** Settlement Class Members who wish to receive a Settlement Payment must submit a completed Claim Form to the Settlement Administrator postmarked or submitted electronically no later than the Claims Deadline. The Claim Form shall be made available on the Settlement Website and may be submitted electronically through the Settlement Website or by mail to the Settlement Administrator. The Settlement Administrator shall review all submitted Claim Forms for completeness and validity. If a Claim Form is deficient, the Settlement Administrator shall notify the claimant within fourteen (14) days of receipt and provide the claimant fourteen (14) days to cure the deficiency. Claim Forms that remain deficient after the cure period shall be denied. The Settlement Administrator shall notify any claimant whose Claim Form is denied and provide the reason for such denial.

### **III. SETTLEMENT CLASS NOTICE**

39. **Timing of Notice.** Within ten days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty days of the entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address and will also commence the Digital Publication Notice program by this date. The Settlement Administrator shall make the Long Form Notice available to Settlement Class Members on the Settlement Website. A reminder email notice shall be distributed to the Settlement Class Members twenty-days (21) following the Notice Date, if the rate of claims submitted has not exceeded fifteen percent (15%) of the Settlement Class Members.

40. **Form of Notice.** The Short Form Notice shall be disseminated via email to individuals on the Settlement Class List, and in a reminder notice by agreement of the Parties. Notice shall also be provided on the Settlement Website. The Notice and reminder notice e-mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. Before Notices are emailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. The Long Form Notice and Short Form Notice approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval. Digital Publication Notice shall be disseminated to a targeted digital footprint designed, in coordination with the Settlement Administrator and the Parties, to maximize notice to Settlement Class Members for whom Concord lacks an email address, and shall direct individuals notified via the Digital Publication Note program to the Settlement Website.

41. **Settlement Website and IVR Toll-Free Telephone Number.** The Settlement Administrator will establish the Settlement Website by the Notice Deadline. The Settlement Website shall contain relevant documents, including, but not limited to, the Short Form and Long Form Notices, this Agreement, Plaintiffs' motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs' motion for Fee Award and Costs, and service awards, and the operative complaint in the Action. The Settlement Website shall also include an IVR toll-free telephone number, e-mail address, and mailing address through which individuals may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after the Effective Date.

42. **Cost of Notice and Administration.** All Notice and Administrative Expenses will be paid out of the Settlement Fund.

### **IV. OPT-OUTS AND OBJECTIONS**

43. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked or submitted electronically no later than sixty (60) days after



the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to be excluded from the Settlement and will be bound by the Settlement Agreement.

- a. A Request for Exclusion must include the name of the Action, the individual's full name, information identifying themselves as a potential Settlement Class Member, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (i) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (ii) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless the individual submits a valid and timely Request for Exclusion.
- c. Within seven days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All Opt-Outs shall not receive any benefits or be bound by the terms of this Agreement.

44. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys' fees and Litigation Costs and Expenses by submitting a written objection to the Settlement Administrator and Court postmarked or emailed no later than the Objection Deadline.

- a. A written objection must: (i) state the name and case number of the Action (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's original signature; (iv) include proof that the Settlement Class Member is a member of the Settlement Class (e.g., a copy of settlement notice or attestation of membership), including an attestation that the objector is a Settlement Class Member; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth the legal and factual basis for the objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support for the objection; (viii) identify all counsel representing the Settlement Class Member, if any; and (ix) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation.
- b. Any Settlement Class Member who does not submit a timely and compliant objection to the Settlement Administrator in accordance with this Agreement, or who submits

an objection which is overruled by any Court with jurisdiction over any part of this action shall be bound by the terms of the Agreement and all proceedings, orders, and judgments in the Action.

- c. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

#### **V. DUTIES OF THE SETTLEMENT ADMINISTRATOR**

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

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice;
- b. Providing Notice to Settlement Class Members via email;
- c. Performing skip tracing on undeliverable Notices;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line with interactive voice response to address Settlement-related inquiries, and answering questions from individuals who call with or otherwise communicate such inquiries in a timely fashion;
- f. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- g. Receiving and reviewing Requests for Exclusion and objections. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;
- h. Receiving, reviewing, and processing Claim Forms submitted by Settlement Class Members, and notifying claimants of any deficiencies or denials;
- i. Providing periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding objections, Opt-Outs, the number and status of Claim Forms received, and other data agreed to between Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator;
- j. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary

Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;

- k. Managing the administration and payment of funds to Settlement Class Members who submitted valid claims consistent with the terms of this Agreement,
- l. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator or required by the Court; and
- m. Taking reasonable measures to the extent permitted by law to assert and to protect the privacy rights of the Settlement Class Members;

#### **V. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

46. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (i) the Settlement not receive final approval from the Court, (ii) the Effective Date not occur, or (iii) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the Agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representatives as the representatives for the Settlement Class only.

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

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

49. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the

Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiffs, and/or Defendants.

## **VI. MODIFICATION**

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

## **VII. TERMINATION**

51. **Termination.** Each Party shall have the right to terminate this Settlement Agreement if:

- i. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit C** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;
- ii. The Court denies final approval of this Settlement Agreement;
- iii. The Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or
- iv. The Effective Date does not occur because the entry of an order by any court would require either material modification or termination of the Agreement.

In addition to the grounds set forth above, Defendants shall have the option to withdraw from and terminate this Settlement in its entirety in the event 50 or more of Settlement Class Members opt-out and/or object to the Settlement Agreement at any time prior to the filing of motion for final approval. Nothing shall prevent Plaintiffs or Defendants from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, any Preliminary Approval Order,

and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including any Preliminary Approval Order), will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding.

### **VIII. RELEASES**

52. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including claims that could have been raised in the Action and are based on the facts and circumstances alleged in the Complaint.

53. **Unknown Claims.** The Released Claims include Unknown Claims. Unknown Claims include claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known might have affected the decision to release the Released Parties or the Released Claims or the decision to agree to, object to, or not to object to the Settlement. Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or any territory of the United States, by federal law, by any principle of common law, or by the law of any foreign jurisdiction. Releasing Parties acknowledge that the facts in addition to or different from those currently known or believed to be true may later be discovered with respect to the subject matter of the Released Claims or Released Parties, but it is the intention to fully, finally, and forever settle and release the Released Claims, including any Unknown Claims. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that this waiver is a material term of the Agreement. Plaintiffs further acknowledge and assume all risk, chance, or hazard that any injuries or damages may prove to be different from or more extensive than presently known or anticipated.

### **IX. SERVICE AWARD PAYMENTS**

54. **Service Award Payments.** At least fourteen days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking Service Award Payments for the Settlement Class Representatives in recognition for their contributions to this Action. Defendants agree not to oppose Settlement Class Counsel's request for a service award not to exceed \$2,500.00 for each Settlement Class Representative. These payments will be made from the Settlement Fund. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Award

Payments. Defendants' obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendants be responsible for any tax obligations, liabilities, penalties, interests or other costs or payments associated with the amount paid into the account established by Settlement Class Counsel. Nor shall Defendants be responsible for the preparation, filing, or issuance of any tax forms related to the settlement payments. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the Settlement were negotiated.

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

#### **X. ATTORNEYS' FEES, COSTS, EXPENSES**

56. **Attorneys' Fees and Costs and Expenses.** At least fourteen days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, as well as service awards, to be paid out of the Settlement Fund. Settlement Class Counsel will seek no more than 33.33% of the Settlement Fund to be paid out of the Settlement Fund for attorneys' fees, in addition to seeking payment of their Litigation Costs and Expenses from the Settlement Fund. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Payment of attorneys' fees, Litigation Costs, and Expenses shall occur within five (5) days of the Settlement Administrator's receipt of the balance of the Settlement Fund. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved attorneys' fees and Litigation Costs and Expenses shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees or Litigation Costs and Expenses. Nor shall Defendants be responsible for any tax obligations, liabilities, penalties, interests, or other costs or payments associated with the amount paid into the account established by Settlement Class Counsel. Nor shall Defendants be responsible for the preparation, filing, or issuance of any tax forms related to the Settlement payments. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any attorneys' fees or Litigation Costs and Expenses. The amount of attorneys' fees and Litigation Costs and Expenses was negotiated after the primary terms of the Settlement were negotiated.

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

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

## **XI. NO ADMISSION OF LIABILITY**

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

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

## **XII. MISCELLANEOUS**

60. **Fair, Reasonable, and Adequate Settlement.** The Parties believe this Settlement Agreement is a fair, reasonable, and adequate settlement of the Action, and they have arrived at this Settlement Agreement, prior to class certification, through arm's length negotiations (including mediation conducted by Brad Honoroff), taking into account all relevant factors, present and potential.

61. **Publicity.** The Parties agree that no public statements will be made about the Settlement by Settlement Class Counsel, the Settlement Class Representatives, Defendant, or Defendants' Counsel other than the agreed content to be posted on the Settlement Website. Nothing in this Settlement Agreement shall be interpreted to prevent Settlement Class Counsel from informing or advising Settlement Class Members about the terms of or their rights under the Settlement Agreement.

62. **Non-disparagement.** The Parties agree not to make any statements publicly or otherwise to any member of the media that disparages the other Party or Parties to this Action.

63. **Confidentiality.** The terms of the Settlement and this Agreement shall remain confidential until the Settlement is filed in connection with a motion for preliminary approval of the Settlement, unless otherwise ordered by the Court.

64. **Privacy of Documents and Information.** The Parties and their Counsel agree not to use any of the documents and information provided during the course of this Action for any purpose other than prosecution of this Action and enforcement of this Agreement.

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

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

67. **Severability.** Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

68. **Waiver.** A waiver by one Party of any provision or breach of this Agreement by any other Party shall not constitute a waiver of any other provision or breach of this Agreement.

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

70. **Settlement Class Counsel's Representations.** Settlement Class Counsel represents it currently has no relationship with any other clients, nor is Settlement Class Counsel seeking other clients, through which Counsel might bring wiretapping or digital privacy claims against Defendant. Nor does Settlement Class Counsel know of any other attorneys with clients that possess claims similar to those presented in this matter or shared any information, documents, or materials obtained during this Action.

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

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



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

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

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

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

77. **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.

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

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

80. **Notices.** All notices to Settlement Class Counsel shall be sent by email to:

Randall K. Pulliam  
Samuel Jackson  
Carney Bates & Pulliam, PLLC  
One Allied Drive, Suite 1400  
Little Rock, AR 72202  
rpulliam@cbplaw.com

All notices to Defendants provided for herein shall be sent by email to:

Josh Becker  
Shook, Hardy & Bacon LLP  
1230 Peachtree Street, Suite 1200  
Atlanta, GA 30309  
jbecker@shb.com

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

81. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that such person is fully authorized to do so and to bind the Party on whose behalf the Agreement is executed to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Alan Branson**

By:   
By: Alan Branson (Jun 5, 2026 18:52:39 EDT)

Date: Jun 5, 2026

**Helena Phillips**

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

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

**Carney Bates & Pulliam, PLLC**  
*Counsel for Plaintiffs and the Settlement Class*

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

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

**Concord Hospital, Inc.**

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

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

**Shook, Hardy, & Bacon L.L.P.**  
*Counsel for Defendants*

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

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

81. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that such person is fully authorized to do so and to bind the Party on whose behalf the Agreement is executed to all of the terms and provisions of this Agreement.

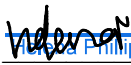
**SIGNATURES**

**Alan Branson**

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

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

**Helena Phillips**

By:  \_\_\_\_\_  
Helena Phillips (Jun 5, 2026 17:56:09 EDT)

Date: Jun 5, 2026

**Carney Bates & Pulliam, PLLC**  
*Counsel for Plaintiffs and the Settlement Class*

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

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

**Concord Hospital, Inc.**

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

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

**Shook, Hardy, & Bacon L.L.P.**  
*Counsel for Defendants*

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

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

81. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that such person is fully authorized to do so and to bind the Party on whose behalf the Agreement is executed to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Alan Branson**

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

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

**Helena Phillips**

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

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

**Carney Bates & Pulliam, PLLC**  
*Counsel for Plaintiffs and the Settlement Class*

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

Date: June 5, 2026

**Concord Hospital, Inc.**

By: /s/ Todd Hudson

Date: June 5, 2026

**Shook, Hardy, & Bacon L.L.P.**  
*Counsel for Defendants*

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

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

81. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that such person is fully authorized to do so and to bind the Party on whose behalf the Agreement is executed to all of the terms and provisions of this Agreement.

**SIGNATURES**

**Alan Branson**

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

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

**Helena Phillips**

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

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

**Carney Bates & Pulliam, PLLC**  
*Counsel for Plaintiffs and the Settlement Class*

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

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

**Concord Hospital, Inc.**

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

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

**Shook, Hardy, & Bacon L.L.P.**  
*Counsel for Defendants*

By:   
Josh Becker (Jun 5, 2026 18:37:59 EDT)

Date: Jun 5, 2026

# EXHIBIT A

**TO:**

**FROM:** [TBD]

**RE:** Legal Notice of Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Branson & Phillips v. Concord Hospital Inc. et al.,*  
Case No. 217-2024-CV-00295

(Hillsborough Superior Court, Manchester, New Hampshire)

**Our Records Indicate You May Be Entitled to a Payment From a Class Action Settlement Because You Used Concord Hospital Web Properties That May Have Utilized Third-Party Tracking Technology, Including Website Pixels Such as Google Analytics and Geonetric.**

**To Obtain Relief, Filing A Claim Form Is Required. If You Submit A Claim, You Will Automatically Receive Your Pro Rata Share of the Settlement Fund.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendants Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation (collectively, “Concord”) violated the New Hampshire Wiretapping and Electronic Surveillance Act and the New Hampshire Patient Privacy Law by using third-party tracking technology, including Website Pixels such as Google Analytics and Geonetric, on Concord Web Properties, which Plaintiffs allege intercepted users’ telecommunications and disclosed Protected Health Information to third parties. Concord denies any wrongdoing or that it violated any laws. The Settlement does not establish who is right or wrong, but rather is a compromise to end the lawsuit and avoid the uncertainties and expense of continuing in court. The class action lawsuit is called *Branson & Phillips v. Concord Hospital Inc. et al.*, Case No. 217-2024-CV-00295, and is pending in the Hillsborough Superior Court, Manchester, New Hampshire (the “Class Action”).

**Am I a Class Member?** Our records indicate you may be a Settlement Class Member. The Settlement Classes are defined as: (i) all individuals whose telecommunications were allegedly intercepted by Google and/or Geonetric while using Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order is issued; and (ii) all individuals whose Protected Health Information may have been disclosed to Google, Geonetric, or other online tracking technology while using Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order is issued.

**What Can I Get?** If approved by the Court, Concord will create a Settlement Fund of **\$800,000.00** for the benefit of the Settlement Classes. The Settlement Fund will be distributed on a *pro rata* basis to Settlement Class Members who submit a valid Claim Form, after deducting any Court-approved attorneys’ fees (not to exceed 33.33% of the Settlement Fund), litigation expenses, service awards for the Settlement Class Representatives (not to exceed \$2,500 each or \$5,000 collectively), and costs of settlement administration. Claim Forms can be submitted by mail or electronically on the Settlement Website, [insert URL].

If you do not want emails about this matter, please unsubscribe [\_\_\_\_\_].

**How Do I Get a Payment?** To receive a payment from the Settlement Fund, you must submit a valid Claim Form by the Claims Deadline, [insert date]. Claim Forms may be submitted online through the Settlement Website at [insert URL] or by mailing a completed claim form to the Settlement Administrator at [insert address]. You may elect to receive your payment by check or electronically. Additional details regarding payment options and Claim Form submission are available on the Settlement Website at [insert URL].

**What are My Other Options?** You may exclude yourself from the Settlement Classes by sending a written Request for Exclusion to the Settlement Administrator postmarked or submitted electronically no later than [Opt-Out Deadline—60 days after the Notice Deadline]. If you exclude yourself, you cannot get a settlement payment, but you will keep any rights you may have to sue Concord regarding the issues in the Class Action. Alternatively, if you remain in the Settlement Classes, you may object to the proposed Settlement, and you and/or your lawyer have the right to appear before the Court. Your written objection must be filed no later than [Objection Deadline—60 days after the Notice Deadline]. Specific instructions about how to exclude yourself from, or object to, the Settlement are available at the Settlement Website, [insert URL]. If you do not opt-out, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments, regardless of whether you submit a Claim Form. In addition, your claims against Concord relating to issues in the Class Action will be released.

**Who Represents Me?** The Court has appointed Randall K. Pulliam and Samuel R. Jackson of Carney Bates & Pulliam, PLLC to represent the Settlement Classes. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [time] on [date] at the Hillsborough Superior Court, 300 Chestnut St., Manchester, New Hampshire. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Classes; to consider Class Counsel's request for attorneys' fees and litigation expenses; and to consider the request for Service Award Payments to the Settlement Class Representatives. At that hearing, the Court will be available to hear any of the timely-filed objections and arguments concerning the fairness of the Settlement.

**How Do I Get More Information?** This notice contains only a summary of the Settlement and the proceedings to date. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the office of the Clerk of the Court for the Hillsborough Superior Court, 300 Chestnut St., Manchester, New Hampshire, during normal business hours. Additional information is also available at the Settlement Website, [insert URL], or by contacting the Settlement Administrator at [phone number] or Class Counsel at [info@cbplaw.com](mailto:info@cbplaw.com).

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL TO ASK QUESTIONS ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION.**

If you do not want emails about this matter, please unsubscribe [\_\_\_\_\_].



# EXHIBIT B







## 11. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek attorneys' fees not to exceed 33.33% of the \$800,000.00 Settlement Fund plus reasonable expenses, but the Court may award less than this amount.

Class Counsel may also seek a Service Award of up to \$2,500.00 for each of the Class Representatives for their service in helping to bring and settle the case. Any court-awarded Service Award will be paid out of the Settlement Fund, but the Court may award less than this amount.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. How do I get out of the Settlement?

To exclude yourself from the Settlement Classes, you must mail or otherwise deliver a letter stating that you wish to be excluded. Your letter must include:

- a. The name and number of this case, *Branson & Phillips v. Concord Hospital Inc. et al.*, Case No. 217-2024-CV-00295;
- b. Your full name and mailing address;
- c. A statement that you wish to be excluded; and
- d. Your handwritten or electronically imaged written signature.

You must mail or deliver your request for exclusion letter, postmarked no later than **[objection/exclusion deadline]** to:

Simpluris, Inc.

**[insert address]**

### 13. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Concord for the Released Claims being resolved by this Settlement.

### 14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you are not eligible to receive a settlement payment from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

### 15. How do I object to the Settlement?

If you're a Settlement Class Member, you may ask the Court to deny approval by filing an objection. You may object to any aspect of the Settlement, Class Counsel's request for attorneys' fees and litigation expenses, or the request for Service Awards. You can give reasons why you think the Court should not give its approval. The Court will consider your views.

QUESTIONS? CALL **1-800-000-0000** TOLL FREE, OR VISIT **[WWW.XXXXXXXXXXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXXXXXXXXXX.COM)**

If you choose to make an objection, you must mail or file with the Court a letter or brief stating that you object to the Settlement. Your letter or brief must include the name and number of this case, *Branson & Phillips v. Concord Hospital Inc. et al.*, Case No. 217-2024-CV-00295, as well as the following information:

- a. Your full name and mailing address;
- b. An explanation of any and all your reasons for your objections, including citations to legal authority and supporting evidence, and attaching any materials you rely on for your objections;
- c. The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection;
- d. A statement indicating whether you or your attorney intends to appear at the Final Approval Hearing;
- e. Your handwritten or electronically imaged written signature; and
- f. If you or any of the Objecting lawyers have objected to any class action settlement where you or the Objecting lawyer asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then you must include a statement identifying each such case by full case caption and amount of payment received.

You must also mail or deliver your written objection, postmarked no later than **[objection/exclusion deadline]** to:

Simpluris, Inc.

**[insert address]**

You must also mail or otherwise deliver a copy of your written objection to Class Counsel and Defendants' Counsel at the following addresses:

| Class Counsel                                                                                                                                                                   | Defendants' Counsel                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Randall K. Pulliam<br>Carney Bates & Pulliam, PLLC<br>One Allied Dr., Ste. 1400<br>Little Rock, AR 72202<br>Email: <a href="mailto:rpulliam@cbplaw.com">rpulliam@cbplaw.com</a> | Josh Becker<br>Shook, Hardy & Bacon LLP<br>1230 Peachtree Street, Suite 1200<br>Atlanta, GA 30309<br>Email: <a href="mailto:jbecker@shb.com">jbecker@shb.com</a> |

## 16. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Classes. Excluding yourself from the Settlement Classes is telling the Court that you don't want to be part of the Settlement Classes. If you exclude yourself, you have no right to object or receive a monetary benefit because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

QUESTIONS? CALL **1-800-000-0000** TOLL FREE, OR VISIT **[WWW.XXXXXXXXXXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXXXXXXXXXX.COM)**



# EXHIBIT C



**STATE OF NEW HAMPSHIRE  
HILLSBOROUGH SUPERIOR COURT — NORTHERN DISTRICT**

**ALAN BRANSON and HELENA  
PHILLIPS, individually and on behalf of  
all others similarly situated,  
Plaintiffs,**

**v.  
CONCORD HOSPITAL, INC.,  
CONCORD HOSPITAL – LACONIA,  
CONCORD HOSPITAL – FRANKLIN,  
and CAPITAL REGION HEALTHCARE  
CORPORATION,  
Defendants.**

**Case No. 217-2024-CV-00295**

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

This matter is before the Court on Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”). The Motion attaches and incorporates a Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a classwide basis, against Defendants Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation (collectively, “Concord” or “Defendants,” and, along with Plaintiffs, the “Parties”).

Having carefully considered the Motion, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, and the Court determining that it likely will be able to approve the Settlement as fair, reasonable, and adequate under the Rules of the Superior Court of the State of New Hampshire, that it will likely be able to certify a class for purposes of judgment on the Settlement, and that the proposed plan of notice (the “Notice Program”) to the Settlement Classes is the best notice practicable under the circumstances and consistent with the requirements of due process, and that a hearing should and will be held after notice to the Settlement Classes to confirm that the Settlement is fair,

reasonable, and adequate, and to determine whether this Court should enter a judgment approving the Settlement and an order of dismissal of this action based upon the Settlement,

IT IS HEREBY ORDERED as follows:

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties and the members of the Settlement Classes.

### **PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT**

3. The Court finds that, subject to the Final Approval Hearing, the Court will likely be able to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Classes. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action and provides beneficial relief to the Settlement Classes, especially considering the risks and delay of continued litigation. The Court also finds that the Settlement Agreement: (1) is the result of arm's-length negotiations involving experienced counsel, with the assistance of a mediator; (2) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Classes; (3) meets all applicable requirements of law, including the Rules of the Superior Court of the State of New Hampshire; and (4) is not a finding or admission of liability by Concord.

### **CERTIFICATION OF THE SETTLEMENT CLASSES**

4. Under the Rules of the Superior Court of the State of New Hampshire, and solely for purposes of judgment on the proposed Settlement, the Court preliminarily approves the following Settlement Classes:

(i) All individuals whose telecommunications were allegedly intercepted by Google and/or Geonetric while using the Concord Web Properties between

May 9, 2021 and the date of this Preliminary Approval Order; and (ii) all individuals whose Protected Health Information may have been disclosed to Google, Geonetric, or other online tracking technology while using the Concord Web Properties between May 9, 2021 and the date of this Preliminary Approval Order.

5. Excluded from the Settlement Classes are (1) Defendants, their officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (3) any judges assigned to this case and their staff and family.

6. All Persons who are members of the Settlement Classes who have not submitted a timely request for exclusion are referred to collectively as “Settlement Class Members” or individually as a “Settlement Class Member.”

7. For purposes of settlement only, the Court finds that it will likely be able to certify the Settlement Classes under Rule 16(a) of the Rules of the Superior Court of the State of New Hampshire, as the prerequisites thereunder have been met, including (1) that the Settlement Classes are so numerous that joinder of all members is impracticable; (2) that there are questions of law and fact common to members of the Settlement Classes that predominate over questions affecting only individual members (e.g., whether Concord used third-party Website Pixels on Concord Web Properties to intercept communications and/or disclose Protected Health Information without consent in a manner that violated the New Hampshire Wiretapping and Electronic Surveillance Act and the New Hampshire Patient Privacy Law, and whether Plaintiffs and the Settlement Class Members are entitled to damages); (3) that Plaintiffs’ claims are typical of the claims of the Settlement Classes; (4) that Plaintiffs will fairly and adequately protect the interests of the Settlement Classes; (5) that a settlement class action is a superior method of fairly and efficiently adjudicating this Action; and (6) that Class Counsel will fairly and adequately represent the interests of the Settlement Classes.

8. Under Rule 16, and for settlement purposes only, Plaintiffs Alan Branson and Helena Phillips are hereby appointed Class Representatives and the following is hereby appointed as Class Counsel: Carney Bates & Pulliam, PLLC.

9. The Court finds that the above attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Classes defined above.

#### **NOTICE AND ADMINISTRATION**

10. The Court directs the Settlement Administrator, Simpluris, Inc., to perform the functions and duties set forth in the Settlement Agreement—including providing notice to the Settlement Class and administering distributions from the Settlement Fund—and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement.

11. The Court has carefully considered the forms and methods of notice to the Settlement Classes set forth in the Settlement (“Notice Program”). The Court finds that the Notice Program is reasonably calculated to apprise members of the Settlement Classes of the pendency of this action, the terms of the Settlement, and the right to object to the Settlement and to exclude themselves from the Settlement Classes. The Court finds that the Notice Program constitutes the best notice practicable under the circumstances and fully satisfies the requirements of the Rules of the Superior Court of the State of New Hampshire, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members. The Court further finds that the Notice Program constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of due process. Accordingly, the

Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

12. The Court hereby approves the Notice Program and the form, content, and requirements of the Email Notice, i.e. Short Form Notice, attached as Exhibit A to the Settlement Agreement; the Long Form Notice, attached as Exhibit B to the Settlement Agreement; the Digital Publication Notice to be developed and implemented by the Settlement Administrator in coordination with both Parties' counsel; and the Claim Form, attached as Exhibit E to the Settlement Agreement. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting, consistent with this Order.

13. The Settlement Administrator shall cause the Notice Program to be executed within thirty (30) days following the entry of this Order (the "Notice Deadline"). Class Counsel, prior to the Final Approval Hearing, shall file with the Court a declaration executed by the Settlement Administrator attesting to the timely completion of the Notice Program. The Settlement Administrator shall maintain the Settlement Website to provide full information about the Settlement.

#### **CLAIMS PROCESS, DISTRIBUTION AND REQUESTS FOR EXCLUSIONS**

14. Settlement Class Members who wish to receive a settlement payment must submit a valid Claim Form to the Settlement Administrator postmarked or submitted electronically no later than the Claims Deadline, which is sixty (60) days after the Notice Date. The Claim Form shall be made available on the Settlement Website and may be submitted electronically through the Settlement Website or by mail to the Settlement Administrator. The Settlement Fund of \$800,000 shall be distributed on a pro rata basis to all Settlement Class Members who submit a

valid Claim Form by the Claims Deadline and who do not exclude themselves from the Settlement.

15. The Settlement Administrator shall review all submitted Claim Forms for completeness and validity. If a Claim Form is deficient, the Settlement Administrator shall notify the claimant within fourteen (14) days of receipt and provide the claimant fourteen (14) days to cure the deficiency. Claim Forms that remain deficient after the cure period shall be denied. The Settlement Administrator shall notify any claimant whose Claim Form is denied and provide the reason for such denial. The Settlement Administrator shall verify the eligibility of Settlement Class Members using the Settlement Class List provided by Defendants and shall employ reasonable procedures to screen for abuse and fraud.

16. Each and every member of the Settlement Classes shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement, unless such person requests exclusion from the Settlement in a timely and proper manner, as hereinafter provided.

17. A member of the Settlement Classes wishing to request exclusion (or “opt-out”) from the Settlement shall mail a request for exclusion to the Settlement Administrator. The request for exclusion must be in writing, must be mailed to the Settlement Administrator at the address specified in the Notice, must be postmarked no later than sixty (60) days after the Notice Deadline, must include the name and number of the case, and must clearly state the Settlement Class Member’s desire to be excluded from the Settlement Classes, as well as the Settlement Class Member’s name, address, and signature. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above. No member of the Settlement Classes, or any person acting on behalf of or in concert or in participation with a member of the Settlement Classes, may request exclusion of any other member of the Settlement

Classes from the Settlement.

18. Members of the Settlement Classes who timely request exclusion from the Settlement will relinquish their rights to benefits under the Settlement and will not release any claims against Concord.

19. All members of the Settlement Classes who do not timely and validly request exclusion shall be bound by all terms of the Settlement Agreement and by the Final Approval Order and Judgment even if they have previously initiated or subsequently initiate individual litigation or any other proceedings against Concord.

20. The Settlement Administrator shall promptly provide all Parties with copies of any exclusion requests, and Plaintiffs shall file a list of all persons who have validly opted out of the Settlement with the Court prior to the Final Approval Hearing.

#### **APPEARANCES AND OBJECTIONS**

21. Any member of the Settlement Classes who does not file a timely request for exclusion, but who wishes to object to approval of the proposed Settlement, to the award of attorneys' fees and litigation expenses, or to the Service Awards to the Class Representatives must file with the Court a written statement (along with any supporting papers), postmarked or filed on or before sixty (60) days after the Notice Deadline, that includes: a caption or title that identifies it as "Objection to Class Settlement in *Branson & Phillips v. Concord Hospital Inc. et al.*, Case No. 217-2024-CV-00295"; the Settlement Class Member's name and address; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); a statement indicating whether the

objector intends to appear at the Final Approval Hearing (either personally or through counsel); a list of all class action settlements to which the objector has lodged an objection in the last five years; and the objector's handwritten or electronically imaged written signature.

22. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement or the Final Approval Order and Judgment shall be pursuant to applicable appellate procedures and not through a collateral attack.

23. A Settlement Class Member who has timely filed a written objection stating the Settlement Class Member's intention to appear at the Final Approval Hearing as set forth above may appear at the Final Approval Hearing in person or through counsel to be heard orally regarding his or her objection. It is not necessary, however, for a Settlement Class Member who has filed a timely objection to appear at the Final Approval Hearing. No Settlement Class Member wishing to be heard orally in opposition to the approval of the Settlement and/or the request for attorneys' fees and litigation expenses and/or the request for a Service Award to each of the Class Representatives will be heard unless that Settlement Class Member has filed a timely written objection as set forth above, including a statement that the Settlement Class Member intends to appear at the Final Approval Hearing. No non-party, including members of the Settlement Classes who have timely opted out of the Settlement, will be heard at the Final Approval Hearing.

24. Any Settlement Class Member who does not make an objection to the Settlement in the manner provided herein shall be deemed to have waived and forfeited any and all rights he



or she may have to object, appear, present witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of the Settlement by appeal or other means; and shall be bound by all terms of the Settlement and by all proceedings, orders, and judgments in the Action.

### **FINAL APPROVAL HEARING**

25. The Final Approval Hearing is hereby scheduled to be held before this Court on \_\_\_\_\_, 20\_\_, at [insert time] but no earlier than one hundred and twenty (120) days after the entry of this Preliminary Approval Order, for the following purposes: (1) to finally determine whether the applicable prerequisites for settlement class action treatment under the Rules of the Superior Court of the State of New Hampshire are met; (2) to determine whether the Settlement is fair, reasonable, and adequate, and should be given final approval by the Court; (3) to determine whether the judgment as provided under the Settlement Agreement should be entered; (4) to consider the application for an award of attorneys' fees and litigation expenses of Class Counsel; (5) to consider the application for a Service Award to each of the Class Representatives; (6) to consider the distribution of the Settlement benefits under the terms of the Settlement Agreement; and (7) to rule upon such other matters as the Court may deem appropriate.

26. On or before thirty (30) days after the Notice Deadline, Class Counsel shall file any application for attorneys' fees and expenses and Service Awards to the Class Representatives (the "Fee Petition"). Defendants may, but are not required to, file a response to Class Counsel's Fee Petition with the Court no later than twenty-one (21) days before the Final Approval Hearing. Class Counsel may file a reply in support of their Fee Petition with the Court no later than fourteen (14) days before the Final Approval Hearing.

27. On or before thirty (30) days after the Notice Deadline, Plaintiffs shall file papers in support of final approval of the settlement. Papers in response to any objections shall be filed no later than fourteen (14) days before the Final Approval Hearing.

28. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Classes. At, or following, the Final Approval Hearing, the Court may enter a Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Settlement Class Members.

29. For clarity, the deadlines the Parties and members of the Settlement Class shall adhere to are as follows:

| EVENT                                 | DATE                                                      |
|---------------------------------------|-----------------------------------------------------------|
| Notice Deadline                       | 30 days after Preliminary Approval                        |
| Class Counsel's Fee Petition          | 30 days after the Notice Deadline                         |
| Plaintiffs' Motion for Final Approval | 30 days after the Notice Deadline                         |
| Opt-Out/Objection Deadline            | 60 days after the Notice Deadline                         |
| Claims Deadline                       | 60 days after the Notice Deadline                         |
| Final Approval Hearing                | No earlier than 120 days after Preliminary Approval Order |

30. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

## **FURTHER MATTERS**

31. All discovery and other pretrial proceedings in the Action as between the Plaintiffs and Concord are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement and this Order.

32. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval Order and Judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Classes, and anyone who acts or purports to act on their behalf, from pursuing or continuing to pursue all other proceedings in any court or any other proceeding that seeks to address Releasing Parties' or any Settlement Class Member's rights or claims relating to, or arising out of, any of the Released Claims.

33. The Settlement does not constitute an admission, concession, or indication by the Parties of the validity of any claims or defenses in the Action or of any liability, fault, or wrongdoing of any kind by Concord, which vigorously denies all of the claims and allegations raised in the Action.

34. In the event that the Settlement is terminated under the terms of the Settlement, or if for any reason whatsoever the approval of it does not become final and no longer subject to appeal, then: (1) the Settlement shall be null and void, including any provisions related to the award of attorneys' fees and litigation expenses, shall have no further force and effect with respect to any party in this Action, and may not be referred to or used as evidence or for any other purpose whatsoever in the Action or any other action or proceeding; (2) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner of or for any purpose in any

subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement that would ordinarily be discoverable but for the attempted settlement; (3) this Order shall be vacated and of no further force or effect whatsoever, as if it had never been entered; and (4) any party may elect to move the Court to implement the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion. This Order shall not be construed or used to show that certification of one or more classes would or would not be appropriate if the Action were to be litigated rather than settled.

35. The Court retains Jurisdiction to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Classes.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
HON. DAVID A. ANDERSON

# EXHIBIT D

**STATE OF NEW HAMPSHIRE  
HILLSBOROUGH COUNTY SUPERIOR COURT — NORTHERN DISTRICT**

**ALAN BRANSON and HELENA  
PHILLIPS, individually and on behalf of  
all others similarly situated,  
Plaintiffs,**

**v.  
CONCORD HOSPITAL, INC.,  
CONCORD HOSPITAL – LACONIA,  
CONCORD HOSPITAL – FRANKLIN,  
and CAPITAL REGION HEALTHCARE  
CORPORATION,  
Defendants.**

**Case No. 217-2024-CV-00295**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

This matter is before the Court on Plaintiffs’ (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys’ Fee, Litigation Expenses, and Service Awards (the “Motions”). The Motions reference and incorporate a Class Action Settlement Agreement (the “Settlement” or “Settlement Agreement”) that, together with the exhibits thereto, sets forth the terms and conditions for the settlement of claims, on a classwide basis, between Plaintiffs Alan Branson and Helena Phillips (“Plaintiffs”) individually and on behalf of the Settlement Classes and Defendants Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, and Capital Region Healthcare Corporation (“Concord” or “Defendants,” and, along with Plaintiffs, the “Parties”).

Having carefully considered the Motions, the Settlement Agreement together with all exhibits and attachments thereto, the record in this matter, and all of the files, records, and proceedings herein, including arguments set forth at the Final Approval Hearing on the Settlement, and finding good cause,

IT IS HEREBY ORDERED as follows:

1. This Final Approval Order and Judgment (“Order”) incorporates by reference the

definitions in the Settlement Agreement, all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Parties and the members of the Settlement Classes.

3. The Motion is granted as set forth herein.

#### **CERTIFICATION OF THE SETTLEMENT CLASSES**

4. The Court previously certified the Settlement Classes in its Preliminary Approval Order.

5. Pursuant to Rule 16 of the Rules of the Superior Court of the State of New Hampshire and applicable standards for class certification, and solely for purposes of settlement, the Court hereby finally approves certification of the following Settlement Classes:

(i) All individuals whose telecommunications were allegedly intercepted by Google and/or Geonetric while using the Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order was issued by the Court; and (ii) all individuals whose Protected Health Information may have been disclosed to Google, Geonetric, or other online tracking technology (“Website Pixels”) while using the Concord Web Properties between May 9, 2021 and the date the Preliminary Approval Order was issued by the Court.

6. For settlement purposes only, the Court confirms the appointment of Plaintiffs Alan Branson and Helena Phillips as Class Representatives of the Settlement Classes, and finds that they have adequately represented the Settlement Classes.

7. For settlement purposes only, the Court confirms the appointment of Carney Bates & Pulliam, PLLC as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Classes.

8. For settlement purposes only, the Court finds that the requirements of Rule 16(a)

of the Rules of the Superior Court of the State of New Hampshire are satisfied for the following reasons: (1) the Settlement Classes are so numerous that joinder of all members is impracticable; (2) there are questions of law and fact common to members of the Settlement Classes that predominate over questions affecting only individual members (e.g., whether Defendants deployed third-party Website Pixels on the Concord Web Properties to intercept Settlement Class Members' communications and/or disclose their Protected Health Information without consent in a manner that violated the New Hampshire Wiretapping and Electronic Surveillance Act and the New Hampshire Patient Privacy Law, and whether Plaintiffs and the Settlement Class Members are entitled to damages thereunder); (3) Plaintiffs' claims are typical of the claims of the Settlement Classes; (4) Plaintiffs have and will continue to fairly and adequately protect the interests of the Settlement Classes; (5) a settlement class action is a superior method of fairly and efficiently adjudicating this Action; and (6) Class Counsel have and will continue to fairly and adequately represent the interests of the Settlement Classes.

#### **FINAL APPROVAL OF THE SETTLEMENT AND NOTICE PROGRAM**

9. The Court approves the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court has specifically considered the factors relevant to class settlement approval under New Hampshire law, including whether:

- (A) the Class Representatives and Class Counsel have adequately represented the Settlement Classes;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided for the Settlement Classes is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the terms of any proposed award of attorneys' fees and costs, and Class Representative service awards, including the timing of payment and any justification for the awards; and (iii) any agreement required to be identified under the Settlement Agreement; and



- (D) the Settlement treats Settlement Class Members equitably relative to each other.

The Court has also considered other factors relevant to class settlement approval, including, *inter alia*, (1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed.

10. Having considered the terms of the Settlement and the record before it, the Court finds that the Class Representatives and Class Counsel have adequately represented the interests of Settlement Class Members; the settlement consideration provided under the Settlement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties; the Settlement is the result of arm's-length negotiations by experienced, well-qualified counsel that included a day-long mediation conducted by Brad Honoroff of The Mediation Group on April 23, 2026; the Settlement provides meaningful monetary benefits (*i.e.*, an \$800,000 non-reversionary settlement fund ("Settlement Fund")) to Settlement Class Members who submit a valid Claim Form by the Claims Deadline, and such benefits are not disproportionate to the attorneys' fees and expenses sought by Class Counsel; the benefits provided treat Settlement Class Members equitably; and the Settlement is reasonable and appropriate under the circumstances of this Action, including the risks, complexity, expense and duration of the Action, as well as the reaction of the Settlement Classes. The Court further finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

11. The Court finds that the notice program as set forth in the Settlement Agreement

and effectuated pursuant to the Preliminary Approval consisting of Email Notice (*i.e.*, Short Form Notice) to Settlement Class Members for whom a valid email address was available, Digital Publication Notice, and Long Form Notice on the Settlement Website—satisfies the requirements of New Hampshire Superior Court Rule 10 and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of (a) the nature of the case; (b) the terms of the Settlement, including the definition of the Settlement Classes; (c) the class claims and issues; (d) the procedure for objecting to or opting out of the Settlement; (e) that the Court will exclude from the Settlement Classes any Settlement Class Member who timely and validly requests exclusion; (f) the time and manner for requesting such exclusion; (g) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (h) important dates in the settlement approval process, including the deadlines to request exclusion or object and the date of the Final Approval Hearing; (i) Class Counsel’s request for an award of reasonable attorneys’ fees and expenses; (j) the Class Representatives’ application for a service award; and (k) the binding effect of a class judgment on Settlement Class Members.

12. The Court hereby reaffirms its appointment of the Settlement Administrator to perform the functions and duties of notice and settlement administration as set forth in the Settlement Agreement and to provide such other administration services as are reasonably necessary to facilitate the completion of the Settlement. Accordingly, Class Counsel and the Settlement Administrator are directed to administer the Settlement in accordance with its terms and provisions.

13. The individuals or entities identified on Exhibit “A” hereto have timely and validly requested exclusion from the Settlement Class and, therefore, are excluded. These individuals or

entities are not included in or bound by the Settlement or this Order. Such individuals or entities are not entitled to any recovery from the settlement proceeds obtained through the Settlement.

14. No objections were filed in this matter, and any objections to the Settlement Agreement are overruled and denied in all respects.

15. The Court hereby approves the Settlement in all respects and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions.

16. The Parties, without further approval from the Court, are hereby authorized to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Order and do not limit the rights of Settlement Class Members.

17. The Court shall retain exclusive, continuing, jurisdiction to resolve any disputes or challenges that may arise as to compliance with the Settlement Agreement, or any challenge to the performance, validity, interpretation, administration, enforcement, or enforceability of the Notice, this Order, or the Settlement Agreement.

18. In the event that this Order is reversed on appeal or otherwise does not become final, (1) this Order shall be rendered null and void and shall be vacated *nunc pro tunc*, (2) as specified in the Settlement Agreement, the Settlement Agreement and other related orders shall be rendered null and void and shall be vacated *nunc pro tunc*, (3) the Settlement Fund shall be refunded to the Defendants, less settlement administrative expenses actually incurred and paid, and (4) the Action shall proceed as if no settlement had occurred and as otherwise provided for in the Settlement Agreement.

19. Neither the Settlement Agreement, the Settlement contained therein, the negotiation nor any proceeding or document executed pursuant to or in furtherance thereof, (1) is or shall be construed as, an admission of, or evidence of, the truth of any allegation or of any liability or the validity (or lack thereof) of any claim or defense, in whole or in part, on the part of any party in any respect, or (2) is or shall be admissible in any action or proceeding for any reason, other than an action or proceeding to enforce the terms of the Settlement or this Order.

### **DISMISSAL AND FINAL JUDGMENT**

20. The Action is hereby dismissed with prejudice, with each party to bear its own costs.

21. Upon the Effective Date and by operation of this Order and Final Judgment, the Releasing Parties (including Plaintiffs and those Settlement Class Members who do not timely exclude themselves from the Settlement Class), and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement) against any Released Party based on the Released Claims.

22. Upon the Effective Date and by operation of this Order and Final Judgment, the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties.

23. This Court hereby directs entry of this Order and Final Judgment. The Clerk of the Court shall close the file in this matter.

**ATTORNEYS' FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

24. The Court has also considered Plaintiffs' Motion for Attorneys' Fees, Litigation Expenses, and Service Awards, as well as the supporting memorandum of law and declarations, and adjudges that (1) the payment of attorneys' fees in the amount of 33.33% of the Settlement Fund, or \$266,666.66, and (2) the reimbursement of out-of-pocket litigation expenses in the amount of \$ [REDACTED] are reasonable under applicable law. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

25. The Court further finds that the requested service awards to each of the two (2) Class Representatives are fair and reasonable. As such, the Court approves a service award to each Class Representative in the amount of up to \$2,500, to be paid from the Settlement Fund in the manner and at the times set forth in the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
HON. DAVID A. ANDERSON

# EXHIBIT E

*Branson & Phillips v. Concord Hospital, Inc., et al.*

In the Hillsborough Superior Court, Manchester, New Hampshire Case No. 217-2024-CV-00295

**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked by or submitted online by [REDACTED].**

Please read the full Notice of this Settlement (available at [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the Settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:**     [www.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com)

**MAIL:**        Settlement Administrator  
                 PO Box XXXX  
                 XXXX

**PART ONE: CLAIMANT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

| FIRST NAME  | MI          | LAST NAME   |
|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> |

**STREET ADDRESS**

| CITY        | STATE       | ZIP CODE    |
|-------------|-------------|-------------|
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**COUNTRY**

**EMAIL ADDRESS**

**PHONE NUMBER**

-  -

If you received Notice about the Settlement by email, please provide the Unique ID located on the Notice you received to assist the Settlement Administrator in validating your claim. Please be sure to include the full Unique ID, including all letters and/or numbers that appear.

**Unique ID**

Please select one of the following payment options:

Email address associated with your selected account:

Physical Check

To qualify for a cash payment, you must verify that you are a member of the Settlement Class by completing the following certification.

At least once between May 9, 2021 and **[Preliminary Approval Date]**, I accessed or utilized a webpage or mobile application operated or associated with Concord Hospital, Inc., Concord Hospital – Laconia, Concord Hospital – Franklin, or Capital Region Healthcare Corporation (the “Concord Web Properties”).

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