

SETTLEMENT AGREEMENT

SINGH v. THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORP., et al.,
1:24-cv-00558 (M.D.N.C.)

This Settlement Agreement is made and entered into by, between and among the following Settling Parties (collectively, the “Parties”): (i) Ashika Singh, individually and on behalf of the Settlement Class (as defined below), by and through her counsel of record, on the one hand and (ii) The Moses H. Cone Memorial Hospital Operating Corporation d/b/a Cone Health and The Moses H. Cone Memorial Hospital d/b/a Cone Health (“Defendants” or “Cone Health”), by and through their counsel of record, on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Litigation and Released Claims, upon and subject to the terms and conditions herein.

OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of material Settlement Terms are:

Class Definition:	All living individuals who from September 1, 2016 to November 3, 2022 accessed the MyChart patient portal on Defendants’ website or completed a submission form on Defendants’ website
Number of Class Members:	375,027
Settlement Fund Created:	\$1,765,000.00
Settlement Administrator:	Simpluris, Inc.
Time to Provide Class List:	21 Days after Preliminary Approval
Notice Date:	30 Days after Preliminary Approval
Claim Deadline:	60 Days after Notice Date
Objection Deadline:	60 Days after Notice Date
Exclusion Deadline:	60 Days after Notice Date
Time for Final Approval Papers:	14 Days before Final Approval Hearing
Time for Final Hearing:	120 Days after Preliminary Approval

RECITALS

WHEREAS, in connection with the healthcare services Cone Health provides, Cone Health, owns, maintains and operates a website (<https://www.conehealth.com>, the “Website”) and patient portal (available at <https://mychart.conehealth.com>, “Patient Portal”) (collectively, the “Web Properties”).

WHEREAS, on July 8, 2024, representative plaintiff Ashika Singh commenced a class action lawsuit by filing a complaint (the “Complaint”) in the United States District Court for the Middle District of North Carolina captioned *SINGH v. THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION, et al.*, which was assigned civil case number 1:24-cv-00558 (the “Litigation”).

WHEREAS, by the Complaint, Plaintiff alleged that Cone Health used the third party internet tracking technology Facebook Pixel and Google Analytics (“Tracking Tools”) on its Web Properties to collect and to disclose personal information with Facebook and Google (“Pixel Disclosure”), and thus asserted claims under federal and North Carolina law: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) breach of express contract; (iii) breach of implied duty of good faith and faith dealing; (iv) breach of implied contract; (v) negligence; (vi) breach of fiduciary duty; and (vii) unjust enrichment.

WHEREAS, beginning in September and October 2024, the Parties exchanged informal discovery and discussed possible resolution of the case.

WHEREAS, in November 2024, following informal discovery, the Parties agreed to mediate before Ms. Jill Sperber, Esq. in January 2025.

WHEREAS, from November 2024 to January 2025, the Parties continued informal discovery and settlement-related communications.

WHEREAS, on January 14, 2024, the Parties engaged in a full-day mediation before Ms. Jill Sperber, Esq.

WHEREAS, the mediation was successful and resulted in a settlement in principle and the execution of a binding class action settlement term sheet;

WHEREAS, Defendants deny all claims asserted against them in the Litigation, deny all allegations of wrongdoing and liability and deny all material allegations of the Complaint.

WHEREAS, the Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Complaint, the Litigation, the Tracking Tools, the Pixel Disclosure, and/or the Web Properties on the terms and conditions set forth herein to avoid the burden, expense, risk, and uncertainty of continuing the Litigation.

WHEREAS, the Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendants of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

WHEREAS, the Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, and that could have been asserted, based upon the facts alleged in the Complaint, against Defendants and the Released Persons, by and on behalf of the Plaintiffs and Settlement Class Members (as defined below).

WHEREAS, this Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the Litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by, between and among the Class Representative, individually and on behalf of the Settlement Class, Class Counsel and Cone Health, that, subject to the approval of the Court, Released Claims, all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint, the Litigation, the Defendants' use of Tracking Tools, or the Pixel Disclosure shall be finally, fully and forever compromised, settled and released and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS.

As used anywhere in the Settlement Agreement, including the recitals, the following terms have the meanings specified below:

1.1 "Agreement" or "Settlement Agreement" means this agreement including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.

1.2 "Attorneys' Fees and Expenses" means the attorneys' fees, costs and expenses incurred by Class Counsel in connection with investigating, commencing, prosecuting and settling the Litigation on behalf of Class Members to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel's claim or request (and any request made by any other attorneys) for payment of reasonable attorneys' fees and Litigation Expenses incurred with respect to the Litigation.

1.3 "Claimant" means a Person who submits a Claim.

1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

1.5 “Claims Administration Cost” means all actual costs associated with or arising from Claims Administration to be paid from the Settlement Fund.

1.6 “Claims Deadline” shall be sixty (60) days after the Notice Date.

1.7 “Claim Form” means the form that will be available for Settlement Class Members to submit a Settlement Claim to the Settlement Administrator, substantially in the form as shown in Exhibit C to this Settlement Agreement. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

1.8 “Claim Payment” means a *pro rata* digital payment or mail check to each Claimant that submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the distribution procedures under ¶ 4.5.a.

1.9 “Class Counsel” shall mean David S. Almeida, Esq. of Almeida Law Group LLC located at 849 W. Webster Avenue in Chicago, Illinois 606114 and Brandon M. Wise, Esq. of Peiffer Wolf Carr Kane Conway & Wise, LLP located at One US Bank Plaza, Suite 1950, in St. Louis, Missouri 63101.

1.10 “Class Representative,” “Plaintiff” or “Named Plaintiff” means Ashika Singh.

1.11 “Cost of Claims Administration” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, processing claims, and otherwise administering the Settlement including issuing any notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 to be paid from the Settlement Fund.

1.12 “Defendants’ Counsel” shall mean Patrick M. Kane, Esq. of Fox Rothschild LLP, located at 230 N. Elm Street, Suite 1200 in Greensboro, North Carolina 27401.

1.13 “Effective Date” shall mean the date when the Settlement Agreement becomes final, which is thirty (30) days after the Court grants final approval, assuming no appeals are filed. If any appeal is filed, the Effective Date will be thirty (30) days from when the appeal is decided and a Judgment has been entered.

1.14 “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 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 is no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” or any other aspect of the Judgment.

1.15 “Final Approval Hearing” means the hearing at which the Court will determine whether to approve the proposed Settlement including determining whether the settlement benefits, Attorneys’ Fees and Expenses, and Claims Administration Costs are fair, reasonable and adequate.

1.16 “Judgment” means a final Judgment rendered by the Court pursuant to Federal Rule of Civil Procedure 54(b).

1.17 “Long-Form Notice” means the long-form notice of settlement to be posted on the Settlement Website, substantially in the form of Exhibit A.

1.18 “Objection Date” means the date by which Settlement Class Members must file with the Court any objections to the Settlement. The Objection Date shall be sixty (60) days after the Notice Date.

1.19 “Opt-Out Date” means the date by which Settlement Class Members must request to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date shall be sixty (60) days after the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.20 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives or assignees.

1.21 “Pixel Disclosure” means the alleged disclosure of personal and/or health related information of Plaintiff and Settlement Class Members to any third party, including but not limited to Meta (formerly known as Facebook) and Google as a result of use of Tracking Tools on Defendants’ Web Properties.

1.22 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Agreement as Exhibit D.

1.23 “Related Entities” means Cone Health’s past or present parents, subsidiaries, affiliates, divisions and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers and reinsurers, and includes,

without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.24 “Released Claims” shall collectively mean any and all claims and causes of action, both known and unknown, and including any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, Attorneys’ Fees and Expenses, pre-judgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Litigation or the allegations, facts or circumstances described therein. Released claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 “Released Persons” means Cone Health and its Related Entities.

1.26 “Settlement Administrator” means Simpluris, Inc., as approved by the Court. The Parties have agreed that, subject to Court approval, Class Counsel shall engage Simpluris.

1.27 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 “Settlement Class” means all living individuals who from September 1, 2016, to November 3, 2022 accessed the MyChart patient portal on Defendants’ Website or completed a submission form on Defendants’ Website. The Settlement Class consists of 375,027 individuals.

1.29 “Settlement Class Member” means any Person who falls within the definition of the Settlement Class.

1.30 “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement including, but not limited to, this Settlement Agreement, the Short-Form Notice, the Long-Form Notice and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

1.31 “Service Award” means the amount to be paid to the Class Representative to compensate her for the time and effort spent pursuing the Litigation on behalf of the Settlement Class, subject to approval of the Court, and which shall not exceed an amount of five thousand dollars (\$5,000) to each Class Representative. The Service Award shall be paid from the Settlement Fund.

1.32 “Short-Form Notice” means the short-form notice of this proposed class action Settlement, substantially in the form as shown in Exhibit B to this Settlement Agreement. The Short-Form Notice will direct recipients to the Settlement Website where recipients may view the Long-Form Notice and make a claim for monetary relief. The Short-Form Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date and the date of the Final Approval Hearing.

1.33 “Tracking Tools” means any third-party pixels, and any similar web analytics technologies, that allow website owners to track visitor activity on their websites, including but not limited to the Meta Pixel and Google Analytics.

II. Certification of the Settlement Class

2.1 For settlement purposes only and within the context of the Settlement Agreement only, Plaintiff will request that the Court certify the Settlement Class.

2.2 The Plaintiff identified in the Complaint will move to be appointed Settlement Class Representative for settlement purposes only and Class Counsel will move to be appointed as counsel to the Settlement Class for settlement purposes only.

2.3 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, Plaintiff's request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendants reserve the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any Person in any litigation or other proceeding against Defendant or any Related Party as evidence in support of a motion to certify any class.

III. THE SETTLEMENT FUND.

3.1 The Settlement Fund. Defendants agree to fund a non-reversionary settlement fund (the "Settlement Fund") in the amount of One Million Seven Hundred Sixty-Five Thousand Dollars and No Cents (\$1,765,000.00). The Settlement Fund shall be funded as follows:

- a. One half (1/2) of the Settlement Fund shall be placed in a qualified escrow account, to be established by the Settlement Administrator for the benefit of the Settlement Class, within fourteen (14) days after the Court's entry of the Preliminary Approval Order.
- b. One half (1/2) of the Settlement Fund (the remaining funds) will be placed in the previously established escrow account seven (7) days prior to the final approval hearing.

3.2 Use of the Settlement Fund. The Settlement Fund shall be used to pay for: (i) reasonable Cost of Claims Administration incurred and as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Award if and as approved by the Court and (iv) any Attorneys' Fees and Expenses Award if and as approved by the Court thereby yielding a net settlement fund (the "Net Settlement Fund"), which shall, in turn,

be distributed in its entirety on a *pro rata* basis to all Settlement Claim Members who submit a timely and valid Claim. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements, including payment of any applicable taxes.

3.3 Maximum Amount. Under no circumstances shall Defendants' liability or responsibility exceed One Million Seven Hundred Sixty-Five Thousand Dollars and No Cents (\$1,765,000.00) for the Settlement inclusive of Class Counsel's Attorneys' Fees and Litigation Expenses, Costs of Claims Administration, and any taxes applicable to the Settlement Fund.

3.4 Settlement Fund Payment Timing. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator by the date that the Preliminary Approval Order is entered. If Defendants do not receive this information by the date that the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within thirty (30) days after Cone Health receives this information.

3.5 Settlement Fund Custody. The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated or cancelled further to and in accordance with the terms and conditions set forth herein.

3.6 Settlement Funds Following Void. In the event this Agreement is voided, terminated or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representative and Class Counsel shall have no obligation to repay any of the Cost of Claims Administration that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims

Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendants and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

3.7 Settlement Fund Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendants, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.* The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee any *cy pres* distribution of the Settlement Fund to an agreed upon charitable organization unaffiliated with the Parties pursuant to this Agreement.

3.8 Withdrawal Authorization. No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement or as may be (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Cost of Claims Administration from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

3.9 Class Member Payments. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances

may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Agreement.

3.10 Treasury Regulations and Fund Investment. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the payment clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

3.11 Taxes. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Cost of Claims Administration, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class

Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.12 Limitation of Liability. Defendants and Defendants' Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement Administrator or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendants also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator or any of their respective designees or agents, in connection with the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any

taxes, expenses or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

IV. SETTLEMENT ADMINISTRATION.

4.1 Cost of Claims Administration. All Cost of Claims Administration will be paid from the Settlement Fund.

4.2 Claims Administration Process. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendants' Counsel, subject to the Court's supervision and direction as circumstances may require.

4.3 Claims Submission. To make a claim, a Settlement Class Member must complete and submit a valid, timely and signed Claim Form. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

4.4 Claims Review. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness and completeness. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the Claimant is a Settlement Class Member and the Claimant has provided all information needed to complete the Claim Form

4.5 Claims Payments. Subject to the terms and conditions of this Settlement Agreement, beginning thirty (30) Days after the Effective Date, or, if Claim Form verification is ongoing, sixty (60) Days after the Effective Date, the Settlement Administrator shall provide a *pro*

rata digital payment or mail check to each Claimant that has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

- a. The Settlement Administrator shall utilize the Settlement Fund, after accounting for payment of the Costs of Administration, payment of Attorneys' Fees and Costs of Litigation, and payment of the Plaintiff's Service Award, to make all Claim Payments as described in Paragraph 4.5. The amount of each individual Claim Payment shall be calculated by dividing the post-expenses Settlement Fund amount by the number of valid claims.

4.6 Claims Payments. Each Claim Payment shall be delivered to the digital or physical address provided by the Claimant on his or her Claim Form. All Claim Payments issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Payments issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

4.7 Records. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of a Final Approval Order and Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court or Parties may request.

4.8 Undeliverable Claims Payments. For any Claim Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find

a valid address and resend the Claim Payment within thirty (30) Days after the payment is returned to the Settlement Administrator as undeliverable.

4.9 Residual Funds. No portion of the Net Settlement Fund shall revert or be repaid to Defendants after the Effective Date. Any Residual Funds shall be disposed of as follows:

- a. If residual funds would allow for a payment of five dollars (\$5.00) or more, after accounting for administrative expenses, then a second payment distribution shall be issued to all individuals who negotiated their initial payment.
- b. If residual funds are insufficient to provide at least five dollars (\$5.00) after accounting for administrative expenses, then the residual funds will be paid to *cy pres* recipient, the charitable organization agreed upon by the Parties and accepted by the Court.

4.10 Third-Party Creditors. In the event a third party, such as a bankruptcy trustee, former spouse or other third party has, or claims to have, a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

V. NOTICE TO SETTLEMENT CLASS MEMBERS.

5.1 Reasonableness. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

5.2 Defendants' Obligation to the Notice Program. Within twenty-one (21) Days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator

with the names, last known email addresses and last known home addresses for the Settlement Class Members (the “Class List”).

5.3 Notice Date. Within thirty (30) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall send the Short-Form Notice to all Settlement Class Members.

5.4 Notice Method. This Notice shall be provided by email to the greatest extent possible, as expressly provided for by Rule 23(e) of the Federal Rules of Civil Procedure. To the extent that an email address is not available for a Settlement Class Member, notice shall be provided by USPS regular mail. It shall be presumed a Settlement Class Member has a valid email address if the Notice is able to be delivered to the Settlement Class Member’s email address on file without the sender receiving a “bounceback” response that expressly indicates that the email address is not valid. A second (follow-up or reminder) email notice shall be sent between 30 and 45 days before the close of the Claims Deadline.

5.5 Settlement Website. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the delivery of notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Short-Form Notice, Long-Form Notice, Claim Form, this Settlement Agreement and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Short-Form Notice.

The Settlement Website shall be maintained from the Notice Date until ninety (90) Days after the Claims Deadline has passed.

5.6 Defendants' Website. In addition to the other means of notice as provided herein, Defendants will also provide public notice on their Website, to be agreed upon by the Parties for content and form, via a banner display that links to the Settlement Website. This webpage will be maintained for the duration of the Claims Period.

5.7 Affidavit of Compliance. Prior to the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel an affidavit or declaration concerning compliance with the Court-approved Notice Program.

VI. OPT-OUT PROCEDURES.

6.1 Opt-Out Method. Any Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must state unequivocally the Person's intent to be excluded from the Settlement Class, which intent shall be determined by the Settlement Administrator and identify the Settlement Class Member's full name, address, and telephone number, and contain his or her personal and original signature. Written notice must be postmarked by the Claims Deadline to be effective. Settlement Class Members may only opt-out on behalf of themselves; each and every Person desiring to opt-out of the Settlement must separately comply with these requirements. A separate request is required for every Settlement Class Member seeking exclusion.

6.2 Opt-Out Effect. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class pursuant to this Settlement Agreement, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement

Agreement. All Persons falling within the definition of the Settlement Class who do not appropriately request to be excluded from the Settlement Class in the manner set forth in Paragraph 6.1 shall be bound by the terms of this Settlement Agreement and any Judgment entered thereon and all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

6.3 Opt-Out Reporting. Commencing one week from the date Notice commences, the Settlement Administrator will notify Defendants' Counsel and Class Counsel regarding the number of potential Settlement Class Members that have elected to opt-out of the Settlement Class and will continue to provide weekly updates. No later than ten (10) days after the Claims Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Defendants' Counsel that summarizes the number of written notifications of Opt-Outs received to date and any other pertinent information as requested by Class Counsel and Defendants' Counsel.

VII. OBJECTIONS TO THE SETTLEMENT.

7.1 Objection Method. Any Settlement Class Member who wishes to object to the Settlement Agreement (an "Objection") must file a written objection with the Court and serve same on Class Counsel and Defendants' Counsel, at the addresses set forth herein.

7.2 Objection Requirements. Each Objection must (i) set forth the Settlement Class Member's full name, current address, telephone number and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) state the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vii) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class,

or to the entire Settlement Class; (viii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (ix) identify all counsel representing the Settlement Class Member, if any; (x) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; (xi) contain a list, including case name, court and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and (xii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

7.3 Notice Requirements for Represented Settlement Class Members. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must also include: (i) the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; and (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing.

7.4 Objection Deadline. Objections must be made in writing and filed with the Court as well as served on both Class Counsel and Defendants' Counsel by mail no later than sixty (60) Days after the Notice Date ("Objection Deadline") to the addresses set forth below:

a. Class Counsel:

David S. Almeida, Esq.
Almeida Law Group LLC
 849 W. Webster Avenue
 Chicago, Illinois 60614
 (708) 437-6476

Brandon M. Wise, Esq.
Peiffer Wolf Carr Kane Conway & Wise, LLP

One US Bank Plaza, Suite 1950
St. Louis, MO 63101
(314) 833-4827

b. Defendants' Counsel:

Patrick M. Kane, Esq.
FOX ROTHSCHILD LLP
230 N. Elm Street, Suite 1200
PO Box 21927 (27420)
Greensboro, NC 27401
(336) 378-5200

7.5 Objection Response. Class Counsel and Defendants' Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law filed and served prior to the Final Approval Hearing.

7.6 Reciprocity. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of Objections, comments or other documents or filings received from a Settlement Class Member.

7.7 Objector Attendance. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendants' Counsel as provided in the Long-Form Notice.

7.8 Attending Objector Counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s)

representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

7.9 Objector Noncompliance. An objecting Settlement Class member who fails to appropriately notify of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, or otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section VII.

VIII. RELEASE.

8.1 Effect of Release. Subject to Court approval, as of the Effective Date, the Final Approval and Final Judgment shall provide that Plaintiff and all Settlement Class Members are bound by this Settlement Agreement and that the Litigation, the Released Claims, and all Unknown Claims are dismissed with prejudice.

8.2 Released Claims. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiff and the Settlement Class will be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages or liabilities of any nature whatsoever, known, unknown or capable of being known, in law or equity, fixed or contingent,

accrued or unaccrued and matured or not matured that arise out of, are based upon or connected to, or relate to the Pixel Disclosure, or Defendants' use of the Tracking Tools, the allegations of the Complaint, or that were or could have been asserted in the Litigation (the "Release"). The Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel and claim and issue preclusion. The Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to or filed in connection with the Released Claims.

8.3 Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims relating in any way to the subject matter of the Complaint, the Litigation, Defendants' use of Tracking Tools, or the Pixel Disclosure that could have been raised in the Litigation and that any of the Plaintiff, Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her or its agreement to release Defendants and all other Released Persons, or might affect his, her or its decision to agree to, or object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff (on behalf of herself and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment the Settlement Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiff (on behalf of herself and each Settlement Class Member) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff (on behalf of herself and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment shall

have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims

8.4 Limitations on Recourse. On the Effective Date, Plaintiff and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights and remedies provided hereunder. No other action, demand, suit, arbitration or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Released Claims.

8.5 Injunction from Prosecuting. On entry of the Final Approval Order and Final Judgment, the Plaintiff and Settlement Class Members shall be enjoined from prosecuting, respectively, the Released Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

8.6 Irreparable Harm. The Parties agree that the Released Persons will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Persons, and that in that event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

8.7 Inclusion of Fees. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, Defendants' use of Tracking Tools, or the Pixel Disclosure, the Settlement, the administration of such Settlement, and/or the Released Claims as well as any and all claims for the Service Award to Plaintiff.

8.8 Settlement Agreement Enforcement. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Release be construed to release claims arising out of physical injuries alleged to arise from the treatment Plaintiff and Settlement Class Members received from Defendants.

IX. ATTORNEYS' FEES, COSTS AND EXPENSES & SERVICE AWARDS.

9.1 Attorney's Fees, Costs and Expenses. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third (1/3) of the Settlement Fund and for reasonable costs and expenses incurred in prosecuting the Litigation, not to exceed \$25,000.00, for a total request not to exceed Six Hundred Thirteen Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$613,333.33). Class Counsel's attorneys' fees, costs and expenses if and as awarded by the Court shall be paid no later than fourteen (14) days after the Effective Date. The Parties did not discuss or agree upon payment of attorney's fees, costs or expenses until after they agreed on all materials terms of relief to the Settlement Class. For the avoidance of doubt, the attorneys' fees, costs, and expenses shall be paid by the Settlement Administrator from the Settlement Fund.

9.2 Service Award. Class Counsel shall request the Court to approve a Service Award of Five Thousand Dollars and No Cents (\$5,000.00) for the Named Plaintiff, Ashika Singh, which award is intended to recognize Plaintiff for her effort in the litigation and commitment on behalf of the Settlement Class. If and as approved by the Court, this Service Award will be paid no later than fourteen (14) days after the Effective Date. The Parties did not discuss or agree upon payment of service awards until after they agreed on all materials terms of relief to the Settlement Class.

For the avoidance of doubt, the service award shall be paid by the Settlement Administrator from the Settlement Fund.

9.3 Application Deadline. Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees and Expenses no later than fourteen (14) days prior to the Objection Deadline.

9.4 Non-Contingent Provision. The Parties agree that the Court's approval, denial or reduction of any request for the Service Awards or Attorneys' Fees and Expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from Final Approval, reasonableness and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Awards or for an Attorneys' Fees and Expenses, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, modification or reversal or appeal of any decision by the Court, or any reduction to the Service Award or award of attorneys' fees, costs or expenses shall not operate to terminate or cancel this Settlement Agreement. In the event of a reduction in fees, any remaining funds will be distributed *pro rata* to Settlement Class Members or as residual funds to the *cy pres* recipient.

X. SETTLEMENT APPROVAL PROCESS.

10.1 **Preliminary Approval Order Requirements:** After execution of this Settlement Agreement, the Parties shall timely and jointly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class for settlement purposes only;

- c. Appoints the Settlement Administrator and directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program;
- d. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- e. Approves the Objection procedures as outlined in this Settlement Agreement;
- f. Finds: (i) the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of North Carolina, the Constitution of the United States, and any other applicable law; and (ii) that no further notice to the Settlement Class is required beyond that provided through the Notice Program;
- g. Stays all proceedings in the Litigation other than those related to approval of the Settlement;
- h. Schedules a Final Approval Hearing to consider the final approval, reasonableness and adequacy of the proposed settlement and whether it should be finally approved by the Court and
- i. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

10.2 Preliminary Approval Order. A copy of the Preliminary Approval Order is attached as Exhibit D to this Settlement Agreement.

XI. FINAL APPROVAL HEARING & ORDER.

11.1 Final Approval Hearing. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

11.2 Responding to Objections. The Parties may file a response to any objections to the Motion for Final Approval no later than fourteen (14) days after the Objection Deadline.

11.3 Final Approval Order. Class Counsel shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

- a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice, and complies fully with the laws of North Carolina, the United States Constitution and any other applicable law;
- b. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate and in the best interests of the Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- c. A finding that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made or a finding that all timely objections have been considered and denied;
- d. A finding that neither the Final Judgment, the settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;
- f. A finding that Plaintiff shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from the Plaintiff's Released Claims;
- g. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from the Released Class Claims; and
- h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing.

- i. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs and expenses not otherwise awarded in accordance with this Settlement Agreement.

XII. TERMINATION OF THIS SETTLEMENT AGREEMENT.

12.1 Termination Rights. Each Party shall have the right but not the obligation to terminate this Settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to Exhibit D hereto);
- b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit D hereto);
- c. The Final Approval Order and Final Judgment do 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
- d. The Effective Date cannot occur.

12.2 Termination Notice. If a Party elects to terminate this Settlement Agreement under this Section XII, that Party must provide written notice to the other Party's counsel, by hand delivery, mail or e-mail within ten (10) days of the occurrence of the condition permitting termination.

12.3 Effect of Termination or Settlement Non-Occurrence. If this Settlement Agreement is terminated or disapproved or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation 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 the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

12.4 Reservation of Rights. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendants shall retain all their rights and defenses in the Litigation, without any qualification whatsoever. For example, Defendants shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

12.5 Appellate Right. Nothing shall prevent Plaintiff 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.

XIII. MISCELLANEOUS PROVISIONS.

13.1 Superseding Agreement. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and

their respective counsel. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement

13.2 No Admission. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement, nor any action taken hereunder, shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants or any admission by Defendants of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Pixel Disclosure, Web Properties, Defendant's use of any Tracking Tools, or allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendants that Plaintiff's claims, or any similar claims, are suitable for class treatment.

13.3 No Liability. No person shall have any claim against Plaintiff, Class Counsel, Defendants, Defendants' Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement Agreement.

13.4 Hold Harmless. Defendants shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly

provided for in this Agreement. Class Counsel agree to hold Defendants harmless from any claim regarding the division of any award of Attorneys' Fees and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys' Fees and Expenses Award in this Litigation.

13.5 Incorporation of Recitals & Exhibits. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

13.6 Best Efforts. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

13.7 Severability. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendants or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal or unenforceable provision(s).

13.8 Successors & Assigns. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons and Settlement Class Members.

13.9 Construction Equality. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

13.10 Non-Waiver. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

13.11 Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

13.12 Amendment. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

13.13 Headings. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

13.14 Independent Judgment. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

13.15 Choice of Law. This Settlement Agreement shall be construed under and governed by the laws of the State of North Carolina.

13.16 Venue. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits.

13.17 Authority. Each signatory below warrants that she, he or it has the requisite authority to execute this Settlement Agreement and bind the Party on whose behalf she, he or it is executing the Settlement Agreement.

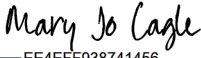
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IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Dated: February ____, 2025

Dated: February 12, 2025

Ashika Singh
Plaintiff

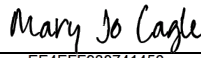
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Dr. Mary Jo Cagle
President and Chief Executive Officer
The Moses H. Cone Memorial Hospital Operating
Corporation d/b/a Cone Health

Dated: February ____, 2025

Dated: February 12, 2025

By: David S. Almeida, *Esq.*
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, Illinois 60614
(708) 437-6476
david@almeidalawgroup.com

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Dr. Mary Jo Cagle
President and Chief Executive Officer
The Moses H. Cone Memorial Hospital d/b/a Cone
Health

Dated: February ____, 2025

Dated: February ____, 2025

By: Brandon M. Wise, *Esq.*
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***Counsel for Plaintiff Ashika Singh & the
Settlement Class***

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pkane@foxrothschild.com

Counsel for Defendants

PROPOSED SETTLEMENT TIMELINE

Defendants provide Class List to Settlement Administrator [¶ 5.2]	+21 days after preliminary approval
Defendants will make initial payment to Settlement Administrator [¶ 3.1(a)]	+14 days after preliminary approval
Notice Date [¶ 5.3]	+30 days after preliminary approval
Objection Deadline [¶ 7.4]	+60 days after Notice Date
Opt-Out Deadline [¶ 1.19]	+60 days after Notice Date
Settlement Administrator Provides a Final Report of Objections/Exclusions to the Parties' Counsel [¶ 6.3]	+10 days after Opt-Out and Objection Deadline
Claims Deadline [¶ 1.6]	+60 days after Notice Date
Final Approval Hearing [¶ 11.1]	_____, 2025 No earlier than 120 Days after the entry of the Preliminary Approval Order.
Effective Date [¶ 1.13]	+30 days after final approval
Defendant will complete deposit into Settlement Fund [¶ 3.1(b)]	-7 days before Final Approval Hearing
Claims Payment [¶ 4.5]	+30 days after Effective Date
Payment of Attorneys' Fees, Expenses and Service Awards [¶ 9.1]	+30 days after Effective Date
Settlement Website Deactivation [¶ 5.5)]	+90 days after Claims Deadline has passed

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