

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

IN RE CONNECTONCALL.COM DATA
BREACH LITIGATION

Case No.: 2:24-cv-08790-SJB-JMW

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement is entered between Plaintiffs,¹ on behalf of themselves and the Settlement Class, and Defendants. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. ConnectOnCall operated the ConnectOnCall Platform, an after-hours on-call answering service with automated patient call tracking that was used by healthcare providers across the United States. Phreesia acquired ConnectOnCall in October 2023.

2. On or about May 12, 2024, Defendants learned that an unknown threat actor gained access to the ConnectOnCall Platform between February 16, 2024 and May 12, 2024, and exfiltrated data within the ConnectOnCall Platform, including certain provider-patient communications.

3. On or about December 11, 2024, Defendants began notifying individuals who may have been impacted by the Data Incident.

4. On December 16, 2024, Selena Moorer filed a complaint in this Court on behalf of a putative national class of people allegedly impacted in the Data Incident.

5. Thereafter, one or both Defendants were named in 13 additional putative class

¹ All capitalized terms are defined in Section II.

actions that were materially and substantively identical, had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

6. The Parties filed motions to consolidate in each of the Related Actions, which this Court granted. (Minute Order, Feb. 22, 2025.)

7. Following consolidation, Plaintiffs' counsel filed applications for leadership. On June 26, 2025, the Court approved Plaintiffs' Stipulation Concerning Appointment of Interim Class Counsel, appointing Jeff Ostrow, Mariya Weekes, John A. Yanchunis, and Gerald D. Wells, III as Interim Class Counsel, and Jason P. Sultzer as Liaison Counsel. (ECF No. 39.)

8. On July 28, 2025, Plaintiffs filed their Complaint, asserting claims for negligence, negligence per se, breach of third-party beneficiary contract, invasion of privacy/intrusion upon seclusion, unjust enrichment, and declaratory judgement. (ECF No. 40.)

9. The Parties then scheduled a mediation with experienced mediator Judge Steven M. Gold (Ret.) of JAMS for October 6, 2025. In advance of the mediation, Plaintiffs consulted with liability and damage experts and propounded informal discovery requests on Defendants to which Defendants responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of potentially impacted individuals, and the specific type of information potentially disclosed. The Parties also exchanged mediation statements before the mediation.

10. The Parties mediated in-person in New York on October 6, 2025. Following a full day of mediation, the Parties reached an agreement on the material terms of a classwide settlement.

11. On October 17, 2025, the Parties advised the Court they had reached a settlement in principle and requested the Court stay all deadlines until December 16, 2025. (ECF No. 45.) The Court granted the request and directed Plaintiffs to file a Motion for Preliminary Approval of

Class Settlement on or before December 16, 2025. (Order, Oct. 17, 2025.)

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

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

II. Definitions

13. “**Action**” means the consolidated class action lawsuit entitled: *In re ConnectOnCall.com Data Breach Litigation*, Case No. 2:24-cv-08790, pending in the Court.

14. **“Agreement” or “Settlement” or “Settlement Agreement”** means this Amended Settlement Agreement, which amends and replaces the settlement agreement the Parties executed on or about December 16, 2025.

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

16. **“CAFA Notice”** means the Class Action Fairness Act Notice that the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

17. **“Cash Payment”** means compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

20. **“Cash Payment A – Documented Losses”** means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class members, who incurred documented losses, may elect pursuant to Section V.

21. **“Cash Payment B – Alternate Cash”** means the Settlement Class Member Benefit consisting of a *pro rata* share of the Settlement Fund as described in and subject to the terms of Section V.

22. **“Check-Negotiation Period”** means the period of 90 days following the issuance of a paper check to any Settlement Class Member who submits a valid Claim Form electing to receive Cash Payment by paper check.

23. **“Claim”** means the submission of a Claim Form by a Claimant to elect a Cash

Payment and/or Dark Web and Medical Data Monitoring.

24. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 5*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

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

26. “**Claimant**” means a Settlement Class Member who submits a Claim Form.

27. “**Claims Process**” means the process by which a Settlement Class Member may submit a Claim Form online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

28. “**Class Counsel**” means Jason P. Sultzer of Sultzer & Lipari, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, John A. Yanchunis of Morgan & Morgan Complex Litigation Group, and Gerald D. Wells, III of Lynch Carpenter LLP.

29. “**Class List**” means the list of Settlement Class Members’ names and postal addresses that Defendants shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

30. “**Class Representatives**” mean the Plaintiffs who are approved by the Court to serve as Class Representatives.

31. “**Complaint**” means the Consolidated Class Action Complaint filed by Plaintiffs on July 28, 2025. (ECF No. 40.)

32. “**ConnectOnCall**” means ConnectOnCall.com LLC, a defendant in the Action.

33. “**ConnectOnCall Platform**” means the telehealth service formerly operated by ConnectOnCall.

34. “**Court**” means the United States District Court for the Eastern District of New York and the judge(s) assigned to the Action.

35. “**Data Incident**” means the cybersecurity incident that took place between February 16, 2024, and May 12, 2024, involving the ConnectOnCall Platform.

36. “**Dark Web and Medical Data Monitoring**” means two years of dark web and medical data monitoring through CyEx Medical Shield Complete that Settlement Class members may elect to receive pursuant to Section V.

37. “**Defendants**” means ConnectOnCall and Phreesia, collectively.

38. “**Defendants’ Counsel**” means Morrison & Foerster LLP.

39. “**Effective Date**” means 5 days after the entry of the Final Approval Order and Judgment, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be five days after (i) the time for appeal or writ of certiorari has expired or (ii) if an appeal or writ of certiorari is taken from the Final Approval Order and Judgment, and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired.

40. “**Email Notice**” means the email form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that may be distributed to Settlement Class Members for whom email addresses are identified by the Settlement Administrator.

41. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

42. “**Final Approval**” means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order.

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

44. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement; a proposed Final Approval Order is attached hereto as ***Exhibit 7***.

45. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 4***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

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

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

48. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, and Service Awards.

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

50. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice. The Notice Program also includes the Settlement Website and the

Settlement Class telephone line.

51. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim Form.

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

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

54. “**Party**” means each of the Plaintiffs and Defendants, together the “Parties.”

55. “**Phreesia**” means Phreesia, Inc., a defendant in the Action.

56. “**Plaintiffs**” means Tiffany Picklesimer, Dianna Denny, Selena Moorner, and Ryan Nolet.

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

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

59. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program; a proposed Preliminary Approval Order is attached hereto as *Exhibit 6*.

60. “**Private Information**” means some combination of names, addresses, telephone numbers, and/or information related to health conditions, treatment, or prescriptions.

61. “**Publication Notice**” means the additional form of Notice, substantially in the form attached hereto as *Exhibit 3*, that the Settlement Administrator may use to notify Settlement

Class Members for whom addresses are unavailable.

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

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

64. “**Released Parties**” means Defendants and each entity that is controlled by, controls, or is under common control with, Defendants’ past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, customers, suppliers, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

65. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and any persons or entities acting on their behalf or authorized by them with respect to claims arising out of or relating to the Data Incident, including Plaintiffs’ and Settlement Class Members’ respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives.

66. “**Service Awards**” means the payment the Court may award the Plaintiffs for

serving as Class Representatives, which is in addition to any Settlement Class Member Benefit for which Plaintiffs may submit a Claim.

67. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

68. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator relating to Notice and Settlement administration.

69. **“Settlement Class”** means all living individuals residing in the United States whose information may have been impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; and (b) the judges assigned to this Action, their immediate family, and Court staff.

70. **“Settlement Class Member”** means every member of the Settlement Class who does not validly and timely request exclusion from the Settlement Class.

71. **“Settlement Class Member Benefit(s)”** means Cash Payments, Dark Web and Medical Data Monitoring, Settlement Administration Costs, Class Counsel attorneys’ fees, costs, Class Representative Service Awards, and the written attestation regarding the security measures Defendants implemented following the Data Incident.

72. **“Settlement Fund”** means the non-reversionary \$4,950,000.00 that Defendants are obligated to fund or cause to be funded under the terms of the Settlement.

73. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents

the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

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

III. Settlement Fund

75. Within 10 days following Preliminary Approval, Defendants shall deposit or cause to be deposited funds to the Escrow Account sufficient to cover the costs of Notice and settlement administration associated with Notice and claims processing, as estimated by the Settlement Administrator. Within 5 days following the Effective Date, Defendants shall fund or cause to fund the remaining balance of the Settlement Fund to the Escrow Account for distribution of the Cash Payments, Dark Web and Medical Data Monitoring, and any attorneys’ fees and/or costs for Class Counsel, and Service Awards for the Class Representatives, provided there are no appeals that delay the Effective Date from occurring.

76. Defendants shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay: (a) all claims for Cash Payments and Dark Web and Medical Data Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

77. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

78. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendants do not object to the certification of the Settlement Class solely for purposes of the Settlement provided for in this Agreement and the implementation of such Settlement, without waiving any arguments or defenses against class certification. If a Final Approval Order is not issued, then any certification shall be

null and void, and Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action, Related Actions, or future cases arising from the Data Incident.

V. Settlement Consideration

79. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses; or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive two years of Dark Web and Medical Data Monitoring. Settlement Class Members who fail to submit a Valid Claim or opt-out of the Settlement will release their claims against Defendants without receiving a Cash Payment or Dark Web and Medical Data Monitoring.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member, subject to the below terms. To receive a documented loss payment, a Settlement Class Member must (i) elect Cash Payment A on the Claim Form; (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024, and incurred documented losses attributed to the Data Incident; and (iii) provide a description of the documented losses along with supporting documentation that is not self-prepared by the Settlement Class Member. Documented losses are actual, documented, and unreimbursed costs, expenses, losses, or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of the Settlement Class Member's Private Information attributed to the Data Incident.

Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for losses if they have been reimbursed for the same losses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants, or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure their Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which will be a *pro rata* amount of the Net Settlement Fund. To receive an alternate cash payment, a Settlement Class Member must (i) elect Cash Payment B on the Claim Form; and (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024. The maximum payment a Settlement Class Member may receive under Cash Payment B is \$75.00.

c. Dark Web and Medical Data Monitoring

In addition to electing a Cash Payment, Settlement Class Members may elect to receive two years of CyEx Medical Shield Complete. The Dark Web and Medical Data Monitoring will provide the following benefits: dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft. The Dark Web and Medical Data Monitoring has an estimated retail cost of \$360.00 per two years per Settlement Class Member.

80. ***Pro Rata Adjustments to Cash Payments.*** In the event the amount of Valid Claims exhausts the Settlement Fund, the amount of the Cash Payments, including allowable maximum amounts, will be reduced *pro rata* accordingly. For purposes of calculating whether any *pro rata* decrease to the amount of Cash Payments is necessary, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Dark Web and Medical Data Monitoring; (2) Cash Payment A – Documented Losses; and (3) Cash Payment B – Alternate Cash.

- a. After the Settlement Fund is used to fund Dark Web and Medical Data Monitoring, the remaining funds must be used for Cash Payment A – Document Losses distributions; no decrease will be applied to the maximum allowable payment or *pro rata* amount for Cash Payment A unless insufficient funds remain to make full payments to all valid Cash Payment A – Documented Losses Claimants.
- b. In the event there are insufficient funds to make full payments to valid Cash Payment A – Documented Losses Claimants, the Parties will meet and confer regarding distribution to valid Cash Payment A – Documented Losses Claimants. Any decrease to Cash Payment A – Documented Losses Claimants will be designed to fairly distribute remaining funds among valid Cash Payment A – Documented Losses Claimants.
- c. Any *pro rata* decrease to Cash Payment B – Alternate Cash will be on an equal percentage basis.
- d. In the event the amount of Valid Claims does not exhaust the Settlement Fund, the remaining amounts shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court.

81. ***Attestation Regarding Security Measures.*** Prior to Final Approval, Defendants

will provide Class Counsel with a written attestation regarding the security measures it implemented following the Data Incident. The attestation will indicate an estimate of the amount of money the Defendants have incurred or will incur in connection with the implemented or to-be-implemented measures. The costs of these measures are the responsibility of the Defendants and will not in any way reduce the Settlement Fund.

VI. Settlement Approval

82. Within 10 days following execution of this Agreement by all Parties and Class Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order (attached hereto as ***Exhibit 6***) shall be attached to the motion as an exhibit.

83. The Motion for Preliminary Approval shall, among other things, request the Court to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claims Process; (5) approve the procedures for to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and Jason P. Sultzer, Jeff Ostrow, Mariya Weekes, John Yanchunis, and Gerald D. Wells, III as Class Counsel for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel. Class Counsel will draft the Motion for Preliminary Approval and proposed Preliminary Approval Order and will provide those drafts and drafts of any other supporting papers to Defendants' Counsel at least 5 days prior to filing unless otherwise agreed to by the Parties. The Motion for Preliminary Approval shall be written in a neutral manner. Defendants may provide feedback

concerning the Motion for Preliminary Approval, and Class Counsel will meet and confer with Defendants' Counsel in good faith regarding Defendants' feedback.

VII. Settlement Administrator

84. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel and Defendants' Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

85. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

86. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, Email Notice (if email addresses are available), and Publication Notice, sending out Long Form Notices and paper Claim Forms upon request Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms by sending a Notice of Deficiency, and distributing Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining the Escrow Account approved by the Parties;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

e. Establishing and maintaining an automated toll-free telephone line for Settlement Class members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class members who call with or otherwise communicate such inquiries;

f. Responding to any mailed Settlement Class member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing a declaration to file with the Court confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the number of Claims for each form of Cash Payment, and the number of Claims for Dark Web and Medical Data Monitoring, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary for the Motion for Final Approval;

j. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

k. Ensuring the dissemination of emails to Settlement Class Members instructing how to activate the Dark Web and Medical Data Monitoring service.

l. Paying Court-approved attorneys' fees, costs, and Service Awards, out of

the Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendants' Counsel; and

n. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Dark Web and Medical Data Monitoring access information have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

87. Defendants will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

88. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program, using the forms of Notice approved by the Court. Postcard Notice shall be sent to all Settlement Class members for whom postal addresses were included in the Class List or identified thereafter by the Settlement Administrator. Email Notice shall be sent to all Settlement Class members for whom the Settlement Administrator is able to procure following reverse lookups or other reasonably accepted search methods. To the extent postal addresses and email addresses are identified by the Settlement Administrator, those Settlement Class members shall receive only Email Notice. Settlement Class members whose Email Notices bounce back, or are otherwise undeliverable, will be sent a Postcard Notice to the extent a postal address is available or can be identified. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. No later than 45

days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class members whose new addresses were identified as of that time through address traces.

89. Publication Notice will likewise commence within 30 days following Preliminary Approval and be disseminated in a manner determined by the Settlement Administrator in consultation with the Parties. Publication Notice shall include the internet and various targeted social media. The Publication Notice will direct the Settlement Class to the Settlement Website for more information about the Settlement and to learn how to submit a Claim. The Parties shall approve the content, design, layout, placement, medium, targeting parameters, and target audience for Publication Notice, and approval shall not be withheld without good cause.

90. The Postcard Notice and Email Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline; the Objection Deadline; the Final Approval Hearing date; and the Settlement Website address at which the Settlement Class can access this Agreement and other related documents and information, including the date and time of the Final Approval Hearing. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

91. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

92. The Long Form Notice also shall include a procedure for Settlement Class members to opt out of the Settlement Class, and the Postcard Notice and Email Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt out of the Settlement Class by the Opt-Out Deadline by mailing a request to opt out to the Settlement Administrator postmarked by the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney or other person or entity in a representative capacity, are not permitted and will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. The Parties shall have the right to challenge the timeliness and validity of any request to opt out of the Settlement Class.

93. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice and Email Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted by the Settlement Class Member before the Objection Deadline, as specified in the Notice, and the objector must not have excluded themselves from the Settlement Class. If the objector also validly opted out of the Settlement, the opt-out will control and the objector will have waived any objections to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. If

submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

94. For an objection to be considered by the Court, the objection must set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel (if any);
- c. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection;
- d. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- e. whether the objector and/or objector's counsel will appear at the Final Approval Hearing;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear

and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

95. Class Counsel and/or Defendants' Counsel may conduct limited discovery on any objector or objector's counsel, including the taking of depositions and propounding discovery.

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

IX. Claim Form Process and Disbursement of Settlement Class Member Benefits

97. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Dark Web and Medical Data Monitoring and how to submit a Claim Form.

98. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form. The Claim Form must be submitted personally and individually by the Claimant. Mass or class Claim Forms, or other purported group Claim Forms signed by an attorney or other person or entity in a representative capacity, are not permitted and will not be accepted.

99. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim, but will consult with Class Counsel and Defendants' Counsel as appropriate or necessary.

100. The Settlement Administrator shall use all reasonable efforts and means to identify

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

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

102. If a Claim Form contains incomplete information and/or omits required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is

later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

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

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

104. The Settlement Administrator's reduction or denial of a Claim is final, subject to

the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph; and
- c. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding unless ordered otherwise by the Court.

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

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

107. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

108. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, subject to the method selected on the Claim Form.

- a. Each Cash Payment issued by paper check to a Settlement Class Member shall be valid during the Check-Negotiation Period. Any paper check not negotiated within the Check-Negotiation Period shall be deemed void and expired. The value of all unnegotiated or

expired paper checks shall become residual funds, and the Settlement Class Members shall forfeit their entitlement right to such funds.

b. In the event any complications arise in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendants' Counsel. Absent specific instructions from Class Counsel and Defendants' Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

109. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Dark Web and Medical Data Monitoring receive instructions on how to enroll in the Dark Web and Medical Data Monitoring.

X. Final Approval Order and Final Judgment

110. Plaintiffs shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear arguments on Plaintiffs' Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement. Class Counsel will draft the Motion for

Final Approval, proposed Final Approval Order, and proposed final Judgment, and will provide those drafts and drafts of any other supporting papers to Defendants' Counsel at least five days prior to filing unless otherwise agreed to by the Parties. The Motion for Final Approval shall be written in a neutral manner. Defendants may provide feedback concerning the Motion for Final Approval, proposed Final Approval Order, and proposed final judgment, and Class Counsel will meet and confer with Defendants' Counsel in good faith regarding Defendants' feedback.

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

- a. Determine that the Settlement is fair, adequate, and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar all Releasing Parties from initiating an action for or pursuing any of the Released Claims in any action or proceeding in any court, arbitration forum, or tribunal; and retain jurisdiction over the enforcement of the Settlement;
- e. Release Defendants and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, and all Settlement Class Members (including objectors), to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees, and Costs

112. **Service Awards.** The Class Representatives may seek Service Awards of up to

\$2,500 each, subject to Court approval. Within 10 days of the Effective Date, the Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representatives out of the Escrow Account by wire transfer to an account designated by Class Counsel.

113. **Attorneys' Fees and Costs.** Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. Within 10 days of the Effective Date, the attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel.

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

115. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund. Interim Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel. In no event shall Defendants or Defendants' Counsel have any liability to any Class Counsel or any other counsel who have represented Plaintiffs at any time in this Action regarding the allocation of attorneys' fees and costs among Class Counsel.

XII. Disposition of Residual Funds

116. Within 30 days following the Check-Negotiation Period, the Settlement Administrator shall determine the amount of any residual funds remaining in the Settlement Fund.

117. If after paying all valid Dark Web and Medical Data Monitoring costs, Cash Payments, Settlement Administration Costs, and any attorneys' fees, costs, and Service Awards that may be approved by the Court, any residual amount in the Settlement Fund shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the International Association of Privacy Professionals and Future of Privacy Forum as the *cy pres* recipients.

XIII. Releases

118. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Furthermore, each Party expressly waives any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

119. The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims. Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating

to the issues raised in this Settlement.

120. Settlement Class members who opt out of the Settlement by the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

121. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred by Court order from initiating an action for or pursuing any of the Released Claims in any action or proceeding in any court, arbitration forum, or tribunal.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

124. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no

right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator, the Settlement Administration Costs paid. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 20 days of termination.

XV. Effect of Termination

125. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

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

XVI. No Admission of Liability

127. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be

certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action. The Parties also agree that this Agreement, any orders, pleadings or other documents entered in furtherance of this Agreement, and any acts in the performance of this Settlement Agreement are not intended to be, nor shall they in fact be, admissible, discoverable, or relevant in any other case or other proceeding to establish grounds for certification of any class or as evidence of any obligation that any Party hereto has or may have to anyone. This provision shall survive any termination of this Settlement Agreement.

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

129. This Agreement constitutes a compromise and settlement of disputed claims.

130. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties,

in the Action or in any proceeding in any court, administrative agency, or other tribunal.

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

XVII. Miscellaneous Provisions

132. **Confidentiality.** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement. Defendants may also provide information about the Settlement to their attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

133. **Binding Effect.** This Agreement shall be binding upon, and inure to and for the

benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

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

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

137. **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.

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

139. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required.

140. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

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

If to Plaintiffs or Class Counsel:	If to Defendants or Defendants' Counsel:
Jeff Ostrow Kopelowitz Ostrow P.A One West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com Jason P. Sultzer Sultzer & Lipari, PLLC 85 Civic Center Plaza, Ste. 200 Poughkeepsie, NY 12601 sultzerj@thesultzerlawgroup.com Gerald D. Wells, III Lynch Carpenter, LLP 1760 Market Street, Ste. 600 Philadelphia, PA 19103 jerry@lcllp.com Mariya Weekes Milberg PLLC 333 S.E. 2nd Avenue, Ste. 2000 Miami, FL 33131 John A. Yanchunis Morgan & Morgan	Purvi G. Patel Morrison & Foerster LLP 707 Wilshire Blvd., Ste. 6000 Los Angeles, CA 90017 ppatel@mofo.com Katie L. Viggiani Morrison & Foerster LLP 250 W. 55th St. New York, NY 10019 kviggiani@mofo.com

201 N. Franklin Street, 7 th Floor Tampa, FL 33602 jyanchunis@forthepeople.com	
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The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

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

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

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

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

Signatures on the following pages

PLAINTIFFS

Dated: June ___, 2026

06 / 03 / 2026

DIANNA DENNY

Dianna Denny

By: Dianna Denny

Dated: June ___, 2026

SELENA MOORER

By: Selena Moorer

Dated: June ___, 2026

RYAN NOLET

By: Ryan Nolet

Dated: June ___, 2026

TIFFANY PICKLESIMER

By: Tiffany Picklesimer

PLAINTIFFS

Dated: June ___, 2026

DIANNA DENNY

By: Dianna Denny

Dated: June 3, 2026

SELENA MOORER


Selena Moorer (Jun 3, 2026 14:43:36 CDT)
By: Selena Moorer

Dated: June ___, 2026

RYAN NOLET

By: Ryan Nolet

Dated: June 3, 2026

TIFFANY PICKLESIMER


Tiffany Picklesimer (Jun 3, 2026 13:23:49 EDT)
By: Tiffany Picklesimer

PLAINTIFFS

Dated: June ___, 2026

DIANNA DENNY

By: Dianna Denny

Dated: June ___, 2026

SELENA MOORER

By: Selena Moorer

Dated: June ___, 2026

RYAN NOLET

Jun 3, 2026


Ryan Nolet (Jun 3, 2026 13:35:18 EDT)

By: Ryan Nolet

Dated: June ___, 2026

TIFFANY PICKLESIMER

By: Tiffany Picklesimer

CLASS COUNSEL

Dated: June 3, 2026

SULTZER & LIPARI, PLLC



By: Jason P. Sultzer
Attorney for Plaintiffs

Dated: June ___, 2026

KOPELOWITZ OSTROW P.A.

By: Jeff Ostrow
Attorney for Plaintiffs

Dated: June ___, 2026

MILBERG PLLC

By: Mariya Weekes
Attorney for Plaintiffs

Dated: June ___, 2026

LYNCH CARPENTER, LLP

By: Gerald D. Wells, III
Attorney for Plaintiffs

Dated: June ___, 2026

MORGAN & MORGAN

By: John A. Yanchunis
Attorney for Plaintiffs

CLASS COUNSEL

Dated: June ___, 2026

SULTZER & LIPARI, PLLC

By: Jason P. Sultzer
Attorney for Plaintiffs

Dated: June 3, 2026

KOPELOWITZ OSTROW P.A.

Jeffrey Ostrow
Jeffrey Ostrow (Jun 3, 2026 13:09:29 EDT)
By: Jeff Ostrow
Attorney for Plaintiffs

Dated: June 3, 2026

MILBERG PLLC

Mariya Weekes
Mariya Weekes (Jun 3, 2026 13:31:23 EDT)
By: Mariya Weekes
Attorney for Plaintiffs

Dated: June 3, 2026

LYNCH CARPENTER, LLP

Gerald Wells
Gerald Wells (Jun 3, 2026 13:19:11 EDT)
By: Gerald D. Wells, III
Attorney for Plaintiffs

Dated: June 3, 2026

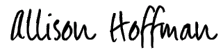
MORGAN & MORGAN

John A Yanchunis
John A Yanchunis (Jun 3, 2026 13:24:45 EDT)
By: John A. Yanchunis
Attorney for Plaintiffs

DEFENDANTS & DEFENDANTS' COUNSEL

Dated: June ___, 2026
6/3/2026

PHREESIA, INC.

DocuSigned by:

20F6DAAB3C73496...

By: Allison Hoffman
Title: General Counsel

Dated: June ___, 2026
6/3/2026

CONNECTONCALL.COM, LLC

DocuSigned by:

20F6DAAB3C73496...

By: Allison Hoffman
Title: General Counsel

Dated: June ___, 2026
6/3/2026

MORRISON & FOERSTER LLP

Signed by:

DC3CDFDE37EB49B...

By: Purvi G. Patel
Attorney for Defendants

EXHIBIT 1 (EMAIL NOTICE)

To: <<Class Member Email>>

From: Settlement Administrator

Subject: Notice of Class Action Settlement – In re ConnectOnCall.com Data Breach Litigation

If you live in the United States and your Private Information may have been impacted in the Data Incident involving the ConnectOnCall Platform that occurred between February 16, 2024 and May 12, 2024, you may be entitled to benefits from a Settlement.

A settlement has been reached in a class action lawsuit involving a Data Incident in connection with ConnectOnCall, an after-hours on-call answering service used by healthcare providers in the United States. The lawsuit alleges that, in February 2024, an unknown threat actor gained access to the ConnectOnCall Platform and exfiltrated data, including certain provider-patient communications. The lawsuit does not allege that, as a result of the Data Incident, any individual's data was misused in any way. The Defendants deny all of the lawsuit's allegations and that they did anything wrong or unlawful.

Who is Included? You are a member of the Settlement Class if you are a living individual residing in the United States whose information may have been impacted in the Data Incident.

What does the Settlement Provide? If the Court approves the Settlement, Defendants have agreed to pay \$4,950,000 into a Settlement Fund to cover the benefit to Settlement Class Members. You may enroll in Dark Web and Medical Data Monitoring—which provides dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft—as well as submit a claim for one of two types of Cash Payments. You have the option to choose **either** a payment of up to \$5,000 for documented losses related to the Data Incident **or** an alternate payment of up to \$75. In the event the amount of Valid Claims exhausts the Settlement Fund, the amount of the Cash Payments will be reduced pro.rata accordingly. The costs of providing Dark Web and Medical Data Monitoring will also be paid from the Settlement Fund and may affect the amount available for Cash Payments.

Class Counsel will apply to the Court for an award of attorneys' fees not to exceed \$1,650,000, plus reimbursement of reasonable costs. Class Counsel will also ask the Court for Service Awards of \$2,500 for each of the five Class Representatives. Any award of attorneys' fees, costs, and Service Awards will be paid from the Settlement Fund. Class Counsel's Application for Attorneys' Fees, Costs and Service Awards will be available at [website URL] once it has been filed.

How do you get a payment? Make a claim using the Claim Form at [website URL]. To be valid, your Claim Form must be complete, accurate, and submitted no later than [date]. To receive a documented loss payment, you must (i) elect Cash Payment A on the Claim Form; (ii) attest under penalty of perjury to having communicated after-hours with a healthcare

provider or their office between May 12, 2014 and May 12, 2024 and incurred documented losses related to the Data Incident; and (iii) provide a description of the documented losses along with supporting documentation that is not self-prepared. To receive the alternate payment of up to \$75 instead, you must (i) elect Cash Payment B on the Claim Form; and (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024.

What are your other options? You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the Settlement and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself by [date]. If you do not exclude yourself, you may object to the Settlement by [date].

For more information about the Settlement, the Class Benefit, the estimated Settlement Administration Costs, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website [here](#) [hyperlink "here"] or call the toll-free number 1-XXX-XXX-XXXX.

EXHIBIT 2 (POSTCARD NOTICE)

In re ConnectOnCall Data Breach
Litigation Settlement
PO Box XXXX
Portland, OR 972XX-XXXX

Filed 06/03/26

BARCODE
NO-PRINT
ZONE

Page 50 of 89

FIRST CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. XXXX

Court-Approved Legal Notice

In re ConnectOnCall.com Data Breach
Litigation, 2:24-cv-08790, E.D.N.Y.

**If you live in the United States and
your Private Information may have
been impacted in the Data Incident
involving the ConnectOnCall
Platform that occurred between
February 16, 2024 and May 12,
2024, you may be entitled to
benefits from a Settlement.**

This notice is a summary. Learn more
at [website URL], or by calling toll
free 1-XXX-XXX-XXXX.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

4-cv-08790-SJB-JMW Document 38-1 Filed 06/03/26 Page 51 of 89

A settlement has been reached in a class action lawsuit involving a Data Incident in connection with ConnectOnCall, an after-hours on-call answering service used by healthcare providers in the United States. The lawsuit alleges that, in February 2024, an unknown threat actor gained access to the ConnectOnCall platform and exfiltrated data, including certain provider-patient communications. The lawsuit does not allege that, as a result of the Data Incident, any individual's data was misused in any way. The Defendants deny all of the lawsuit's allegations and that they did anything wrong or unlawful.

Who is Included? You are a member of the Settlement Class if you are a living individual residing in the United States whose information may have been impacted in the Data Incident.

What does the Settlement Provide? If the Court approves the Settlement, Defendants have agreed to pay \$4,950,000 into a Settlement Fund to cover the benefit to Settlement Class Members. You may enroll in Dark Web and Medical Data Monitoring—which provides dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft—as well as submit a claim for one of two types of Cash Payments. You have the option to choose **either** a payment of up to \$5,000 for documented losses related to the Data Incident **or** an alternate payment of up to \$75. In the event the amount of Valid Claims exhausts the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. The costs of providing Dark Web and Medical Data Monitoring will also be paid from the Settlement Fund and may affect the amount available for Cash Payments.

Class Counsel will apply to the Court for an award of attorneys' fees not to exceed \$1,650,000, plus reimbursement of reasonable costs. Class Counsel will also ask the Court for Service Awards of \$2,500 for each of the five Class Representatives. Any award of attorneys' fees, costs, and Service Awards will be paid from the Settlement Fund. Class Counsel's Application for Attorneys' Fees, Costs and Service Awards will be available at [website URL] once it has been filed. More information about the Settlement, including the estimated Settlement Administration Costs, will be available at [website URL].

How do you get a payment? Make a claim using the Claim Form at [website URL]. To be valid, your Claim Form must be complete, accurate, and submitted no later than [date]. To receive a documented loss payment, you must (i) elect Cash Payment A on the Claim Form; (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024, and incurred documented losses related to the Data Incident; and (iii) provide a description of the documented losses along with supporting documentation that is not self-prepared. To receive the alternate payment of up to \$75 instead, you must (i) elect Cash Payment B on the Claim Form; and (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024.

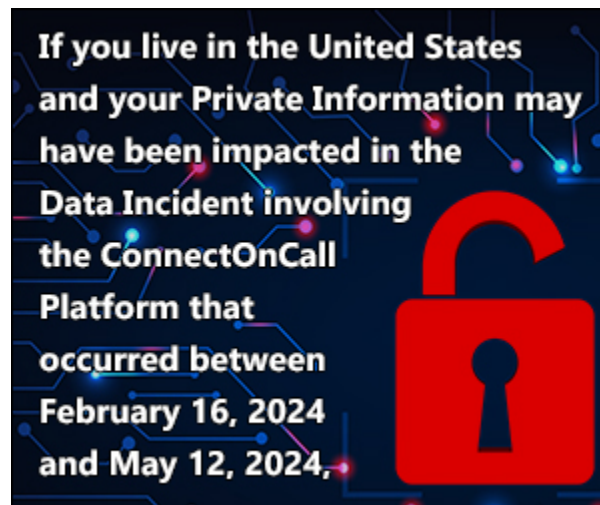
What are your other options? You can do nothing, exclude yourself, or object. If you do nothing, you will be legally bound by the Settlement and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself by [date]. If you do not exclude yourself, you may object to the Settlement by [date].

EXHIBIT 3 (PUBLICATION NOTICE)

In Re ConnectOnCall Data Breach Litigation

Banner Advertisement

300 x 250 Online Display Banner
Frame 1 (Visible 10 seconds)



300 x 250 Online Display Banner
Frame 2 (Visible 5 seconds)

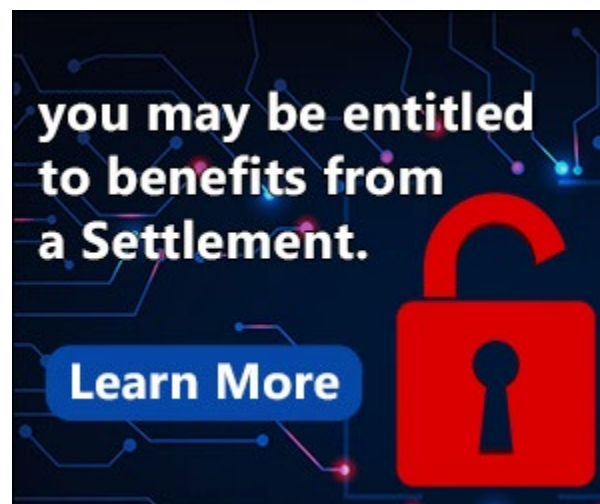


EXHIBIT 4 (LONG FORM NOTICE)

If you live in the United States and your Private Information may have been impacted in the Data Incident involving the ConnectOnCall Platform that occurred between February 16, 2024 and May 12, 2024, you may be entitled to benefits from a Settlement.

A Court authorized this Notice. This is not a solicitation from a lawyer.

- A \$4,950,000 settlement has been reached in a class action lawsuit involving the ConnectOnCall Platform, an after-hours on-call answering service that experienced a cybersecurity incident. The lawsuit alleges that, in February 2024, an unknown threat actor gained access to the ConnectOnCall Platform and exfiltrated data, including certain provider-patient communications. The lawsuit does not allege that, as a result of the Data Incident, any individual's data was misused in any way.
- The Settlement Class comprises all living individuals residing in the United States whose Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

Dark Web and Medical Data Monitoring: You are eligible for two years with one bureau of Dark Web and Medical Data Monitoring provided through CyEx Medical Shield Complete. The Dark Web and Medical Data Monitoring will provide the following benefits: dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft.

AND

Cash Payment A – Documented Losses: If you have actual, documented, and unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Private Information attributed to the Data Incident, you are eligible to submit a Claim for a documented losses Cash Payment for up to \$5,000, subject to the below requirements.

OR

Cash Payment B – Alternate Cash: Even if you do not have documented losses, you are eligible to submit a Claim for an alternate Cash Payment for a maximum amount of \$75, subject to the below requirements.

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

Your Legal Rights & Options		Deadline
Submit a Claim Form	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: MONTH DD, 2026
Opt Out	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement.	Postmarked by: MONTH DD, 2026
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: MONTH DD, 2026
Do Nothing	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and Service Awards.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

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

The Honorable Sanket J. Bulsara of the United States District Court for the Eastern District of New York, is overseeing this class action. The lawsuit is known as *In re ConnectOnCall.com Data Breach Litigation*, Case No. 2:24-cv-08790 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the companies sued, ConnectOnCall.com, LLC and Phreesia, Inc, are called the “Defendants.”

2. What is this lawsuit about?

ConnectOnCall was an after-hours on-call answering service used by healthcare providers in the United States. On or about May 12, 2024, Defendants learned that an unknown threat actor gained access to the ConnectOnCall Platform between February 16, 2024 and May 12, 2024, and exfiltrated data within the ConnectOnCall Platform, including certain provider-patient communications.

On or about December 11, 2024, ConnectOnCall began notifying individuals who may have been impacted by the Data Incident.

The Plaintiffs filed this lawsuit against the Defendants on behalf of themselves and all others similarly situated asserting claims for negligence, negligence per se, breach of third-party beneficiary contract, invasion of privacy/intrusion upon seclusion, unjust enrichment, and declaratory judgement.

Defendants deny the legal claims and deny any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendants, or that any law has been violated. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives, Defendants, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?**5. How do I know if I am included in the Settlement?**

You are included in the Settlement Class if you are a living individual residing in the United States whose information may have been impacted in the Data Incident. The Data Incident means the cybersecurity incident that took place between February 16, 2024 and May 12, 2024, involving the ConnectOnCall Platform.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: all persons who are: (a) directors, officers, and employees of Defendants; and (b) the judges assigned to this Action, their immediate family, and Court staff.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to www.XXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS**8. What does this Settlement provide?**

A \$4,950,000 Settlement Fund shall be established to pay: (a) all Valid Claims for Dark Web and Medical Data Monitoring and for Cash Payments; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

The amounts that will be paid from the Settlement Fund for Cash Payments and Dark Web and Medical Data Monitoring will be determined based on the number of Valid Claims for those Settlement Class Member Benefits.

Under the current scope of the Settlement and using reasonable assumptions of Valid Claims and other activity, total Settlement Administration Costs are estimated to be \$490,000. Final Settlement Administration Costs could be lower or higher depending on factors like total number of Valid Claims filed.

The Settlement provides for the following Settlement Class Member Benefits:

Dark Web and Medical Data Monitoring

You are eligible for two years of dark web and medical data monitoring through CyEx Medical Shield Complete. The Dark Web and Medical Data Monitoring will provide the following benefits: dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft. The Dark Web and Medical Data Monitoring has an estimated value of \$360.00 per two years per Settlement Class Member.

Cash Payment A – Documented Losses

If you have actual, documented, and unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Private Information attributed to the Data Incident, you are eligible to submit a Claim for a documented losses Cash Payment for up to \$5,000, subject to the below requirements. To receive a documented loss payment, you must:

- i. elect Cash Payment A below;
- ii. attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024, and incurred

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

- documented losses attributed to the Data Incident; and
- iii. provide a description of the documented losses along with supporting documentation that is not self-prepared.

You will not be reimbursed for losses if you have been reimbursed for the same losses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants, or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim is rejected by the Settlement Administrator for any reason, and you fail to cure your Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

Cash Payment B – Alternate Cash

Even if you do not have documented losses, you are eligible to submit a Claim for an alternate Cash Payment for a maximum amount of \$75. To receive an alternate cash payment, you must:

- i. elect Cash Payment B below; and
- ii. attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024

In the event the amount of Valid Claims exhausts the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating whether any *pro rata* decrease to the amount of Cash Payments is necessary, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Dark Web and Medical Data Monitoring; (2) Cash Payment A – Documented Losses; and (3) Cash Payment B – Alternate Cash.

Attestation Regarding Security Measures

Prior to Final Approval, Defendants will provide Class Counsel with a written attestation regarding the security measures it implemented following the Data Incident. The attestation will indicate an estimate of the amount of money the Defendants have incurred or will incur in connection with the implemented or to-be-implemented measures. The costs of these measures are the responsibility of the Defendants and will not in any way reduce the Settlement Fund.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

You must submit a timely and valid Claim Form to receive Dark Web and Medical Data Monitoring and/or Cash Payment as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by Month DD, 2026**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling **1-XXX-XXX-XXXX** or by writing to:

ConnectOnCall Data Incident
Settlement Administrator
PO Box **XXXX**
Portland, OR 972**XX-XXXX**

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

ConnectOnCall Data Incident
Settlement Administrator
PO Box **XXXX**
Portland, OR 972**XX-XXXX**

13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement.

14. How do I opt out of the Settlement?

To opt out from the Settlement, you must mail a written request opt-out request, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In re ConnectOnCall.com Data Breach Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked by MONTH DD, 2026**:

ConnectOnCall Data Incident
Settlement Administrator
PO Box **XXXX**
Portland, OR 972**XX-XXXX**

Questions? Go to www.XXXXXXXXXXX.com or call **1-XXX-XXX-XXXX**

You cannot opt out (exclude yourself) by telephone or by email.

The opt-out request must be personally signed by you. Mass or class opt-outs, or other purported group opt-outs signed by an attorney or other person or entity in a representative capacity, are not permitted and will not be accepted.

15. If I opt out, can I still get anything from the Settlement?

No. If you opt out, you will not be able to receive Dark Web and Medical Data Monitoring or Cash Payment, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form. If you opt out of the Settlement and submit a Claim Form, the opt-out will control and you will have waived any rights to Dark Web and Medical Data Monitoring or Cash Payment under the Settlement.

16. If I do not opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 2026**, and send by U.S. mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 2026**, stating you object to the Settlement in *In re ConnectOnCall.com Data Breach Litigation.*, Case No. 2:24-cv-08790.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

1. Your full name, mailing address, telephone number, and email address (if any);
2. All grounds for your objection, accompanied by any legal support for the objection known to you or your counsel (if any);
3. The identity of all counsel (if any) who represents you, including any former or current counsel who may claim an entitlement to compensation for any reason related to the objection;
4. The number of times in which your counsel and/or your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
5. Whether you or your counsel will appear at the Final Approval Hearing;

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

1031

6. A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
7. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
8. Your signature (an attorney's signature is not sufficient).

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

To object, you must file your timely written objection with the Court by **MONTH DD, 2026**, and send it by U.S. mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 2026**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court E.D.N.Y. 100 Federal Plaza Central Islip, NY 11722	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg, PLLC 201 Sevilla Ave., 2nd Floor Coral Gables, FL 33134 John A. Yanchunis Morgan & Morgan 201 North Franklin St., 7th Floor Tampa, FL 33602 Gerald D. Wells, III Lynch Carpenter LLP 1760 Market Street, Suite 600 Philadelphia, PA 19103 Jason P. Sultzer Sultzer & Lipari, PLLC 85 Civic Center Plaza, Suite 200 Poughkeepsie, NY 12601	Purvi G. Patel Christopher R. Adler Morrison & Foerster LLP 707 Wilshire Boulevard Los Angeles, CA 90017 Katie L. Viggiani Justin A. Young Morrison & Foerster LLP 250 West 55th Street New York, NY 10019	ConnectOnCall Data Incident Settlement Administrator PO Box xxxx Portland, OR 972 xx

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you do not want to be part of the Settlement Class. If you opt out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jason P. Sultzer of Sultzer & Lipari, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, John A. Yanchunis of Morgan & Morgan, and Gerald D. Wells, III of Lynch Carpenter LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

Questions? Go to **www.XXXXXXXXXX.com** or call **1-XXX-XXX-XXXX**

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees not to exceed \$1,650,000, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$2,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 2026**, at **XX:XX a.m./p.m.** before the Honorable Sanket J. Bulsara at the United States District Court for the New York Eastern District, 100 Federal Plaza, Central Islip, NY 11722. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to finally approve the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website **www.XXXXXXXXXX.com** to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION**24. How do I get more information about the Settlement?**

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at **www.XXXXXXXXXX.com**. You may get additional information at **www.XXXXXXXXXX.com**, by calling toll-free **1-XXX-XXX-XXXX**, or by writing to:

ConnectOnCall Data Incident
Settlement Administrator
PO Box **XXXX**

Questions? Go to **www.XXXXXXXXXX.com or call **1-XXX-XXX-XXXX****

Portland, OR 972XX-XXXX
1033

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

EXHIBIT 5 (CLAIM FORM)

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

IN RE CONNECTONCALL DATA BREACH LITIGATION
SETTLEMENT ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR XXXXX-XXXX
www.XXXXXXXXXX.com

In re ConnectOnCall Data Breach Litigation, Claim Form

Case No. 2:24-cv-08790-SJB-JMW

GENERAL INFORMATION

This Claim Form applies to the Settlement that has been reached in a class action lawsuit involving a Data Incident between February 16, 2024 and May 12, 2024 in connection with ConnectOnCall, an after-hours on-call answering service used by healthcare providers in the United States.

By timely submitting this Claim Form, you will be included in the Settlement Class identified in the Notice and the Class Action Settlement Agreement and Release. **If you also submit a Request for Exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid. If you fail to submit timely a Valid Claim or Request for Exclusion, you will release your claims against Defendants without receiving Dark Web and Medical Data Monitoring or any type of Cash Payment.**

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may submit a Claim for the following:

1. **Dark Web and Medical Data Monitoring:** You are eligible for two years with one bureau of Dark Web and Medical Data Monitoring provided through CyEx Medical Shield Complete. The Dark Web and Medical Data Monitoring will provide the following benefits: dark web monitoring, medical identity monitoring, real-time alerts, and insurance coverage for up to \$1,000,000 for medical identity theft.

and

2. **Cash Payment A – Documented Losses:** If you have actual, documented, and unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Private Information attributed to the Data Incident, you are eligible to submit a Claim for a documented losses Cash Payment for up to \$5,000, subject to the below requirements. To receive a documented loss payment, you must (i) elect Cash Payment A below; (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024, and incurred documented losses attributed to the Data Incident; and (iii) provide a description of the documented losses along with supporting documentation that is not self-prepared. You will not be reimbursed for losses if you have been reimbursed for the same losses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants, or otherwise.

or

Cash Payment B – Alternate Cash: Even if you do not have documented losses, you are eligible to submit a Claim for an alternate Cash Payment for a maximum amount of \$75. To receive an alternate cash payment, you must (i) elect Cash Payment B below; and (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024.

In the event the amount of Valid Claims exhausts the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating whether any *pro rata* decrease to the amount of Cash Payments is necessary, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Dark Web and Medical Data Monitoring; (2) Cash Payment A – Documented Losses; and (3) Cash Payment B – Alternate Cash.

* * *

Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions, visit www.XXXXXXXXXX.com.

**Please note that Settlement Class Member Benefits will be distributed
after the Settlement is approved by the Court and becomes final.**

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Contact Information

1. NAME (REQUIRED):

[illegible]**2. MAILING ADDRESS (REQUIRED):**[illegible][illegible]

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3. PHONE NUMBER:

$$\begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline & & & \\ \hline \end{array}$$

4. EMAIL ADDRESS:

[illegible]

5. UNIQUE ID:

[illegible]

6. CASH PAYMENT METHOD (SELECT ONLY ONE)

☐ Physical Check ☐ Electronic Payment (You must provide a valid email address)

Dark Web and Medical Data Monitoring
You may be eligible to receive Dark Web and Medical Data Monitoring services.

You may be eligible to receive Dark Web and Medical Data Monitoring services.

All Settlement Class Members are eligible to claim Dark Web and Medical Data Monitoring services.

Please select the checkbox if you want the Dark Web and Medical Data Monitoring services for which you are eligible.

☐ **Dark Web and Medical Data Monitoring:** I want to receive two years of Dark Web and Medical Data Monitoring services at the email entered in the above section.

If you select this option, you will be sent instructions and an activation code after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.

Cash Payment A – Documented Losses

If you have actual, documented, and unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your Private Information attributed to the Data Incident, you are eligible to submit a Claim for a documented losses Cash Payment for up to \$5,000, subject to the below requirements.

To receive a documented loss payment, you must (i) elect Cash Payment A below; (ii) attest under penalty of perjury to having communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024, and incurred documented losses attributed to the Data Incident; and (iii) provide a description of the documented losses along with supporting documentation that is not self-prepared.

ATTESTATION UNDER PENALTY OF PERJURY.

- ☐ By checking this box, I affirm that I communicated after-hours with a healthcare provider or their office between May 12, 2014 and May 12, 2024.

To look up more details about how the Cash Payments work, visit www.xxxxxxxxx.com or call toll-free 1-XXX-XXX-XXX. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns and account fraud. <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.</i>	\$. Date: - - MM DD YYYY	
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident. <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$. Date: - - MM DD YYYY	
Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to the Data Incident. <i>Examples: Phone bills, receipts, detailed list of addresses you traveled (e.g. police station, IRS office), reason why you traveled there (e.g. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$. Date: - - MM DD YYYY	

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

Signature

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified on the Claim Form, and that all of the information I have provided above, including information related to the use of the ConnectOnCall Platform and any losses attributed to the Data Incident is true and accurate.

I understand that the Parties and the Settlement Administrator have the right to verify the accuracy of any information I provide, and that the Settlement Administrator may ultimately determine I am not entitled to receive the Settlement Class Member Benefits I have elected above. I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date:

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MM DD YYYY

Print Name

EXHIBIT 6
(PRELIMINARY APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

IN RE CONNECTONCALL.COM DATA
BREACH LITIGATION

Case No.: 2:24-cv-08790-SJB-JMW

[PROPOSED] PRELIMINARY APPROVAL ORDER

WHEREAS, this Action¹ is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Defendants, have entered into the Settlement Agreement, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provide for a complete dismissal on the merits and with prejudice of the claims asserted in the Action against Defendants should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed a Motion for Preliminary Approval requesting entry of an order to: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth in the Agreement and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claims Process; (5) approve the procedures to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs who signed the Agreement as Class Representatives and Jason P. Sultzer, Jeff Ostrow, Mariya Weekes, John A. Yanchunis, and Gerald D. Wells, III as Class Counsel for settlement purposes; (7) appoint Epiq Class Action & Claims Solutions, Inc., as the

¹ The capitalized terms herein have the same meanings as those defined in the Agreement, attached to the Motion for Preliminary Approval as Exhibit A.

Settlement Administrator; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing;

WHEREAS, Defendants deny any and all liability but do not oppose the Motion for Preliminary Approval; and

WHEREAS, the Court, having reviewed the Motion for Preliminary Approval, along with the Agreement and its exhibits, finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested:

IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

All living individuals residing in the United States whose information may have been impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; and (b) the judges assigned to the Action, their immediate family, and Court staff.

2. **Settlement Fund:** The Settlement provides for a non-reversionary \$4,950,000 common Settlement Fund that Defendants shall pay or cause to be paid in the manner described in the Agreement. The Settlement Fund will be used to pay all Settlement Class Member² Benefits: Dark Web and Medical Data Monitoring, Cash Payments, Settlement Administration Costs, any Court-approved attorneys' fees and costs to Class Counsel, and any Court-approved Service Awards to the Class Representatives. The Settlement Fund will be created and funded subject to

² Settlement Class Members means every member of the Settlement Class who does not validly and timely request exclusion from the Settlement Class.

the terms of the Settlement.

3. Pursuant to Federal Rule of Civil Procedure 23(e), the terms of the Agreement are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class;
- (B) the Settlement was negotiated at arm's length;
- (C) the relief provided is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the Settlement treats Settlement Class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that the Court will likely certify at the Final Approval stage a Settlement Class.

5. As to Rule 23(a), for purposes of provisionally certifying the Settlement Class for settlement purposes only, the Court finds that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class; and (d) the proposed Class Representatives and Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

6. As to Rule 23(b)(3), for purposes of provisionally certifying the Settlement Class for settlement purposes only, the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting individual members. Also, a class

action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties are not aware of any litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

7. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Fed. R. Civ. P. 23(a)(4), and for purposes of settlement only, that Plaintiffs who signed the Agreement are adequate representatives and appoints them as Class Representatives on behalf of the Settlement Class.

8. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel have done in identifying or investigating potential claims in the action, (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel's knowledge of applicable law, and (4) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel's ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel and their law firms have expended a reasonable amount of time, effort, and expense investigating the Data Incident. It is clear from their track records of success, as outlined in their resumes, that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class

Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement: Jason P. Sultzer of Sultzer & Lipari, PLLC, Kopelowitz Ostrow P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, John A. Yanchunis of Morgan & Morgan, and Gerald D. Wells, III of Lynch Carpenter LLP.

9. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Agreement as being fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Court finds the Agreement meets the considerations set forth in Federal Rule of Civil Procedure 23(e)(2).

10. **Settlement Administrator:** The Court hereby approves Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Agreement should the Court grant Final Approval.

11. **Approval of Notice Program and Notices:** The Court approves, as to form, content, and procedure, the Notice Program described in the Agreement, including the Email Notice, Postcard Notice, Publication Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Agreement, the effect of the proposed Agreement (including the Releases contained therein), and their right to opt out of or to object to the proposed Agreement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Agreement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the rules of this Court, and all other applicable law and rules. The

date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Email Notice, Postcard Notice, and Long Form Notice.

12. **Claim Form and Claims Process:** The Court approves the Claim Form substantially in the form attached as an Exhibit to the Agreement, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative benefits. Should the Court grant Final Approval of the Agreement, Settlement Class Members who do not opt out of the Agreement shall be bound by its terms even if they do not submit Claims.

13. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and Defendant's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Agreement that are not materially inconsistent with this order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

14. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Agreement, Long Form Notice, and Settlement Website. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked no later than the Opt-Out Deadline which is 30 days before the initial scheduled Final Approval Hearing. The opt-out request must strictly comply with the requirements outlined in the Settlement Agreement and the Long Form Notice.

15. Any Settlement Class member who timely and validly opts out from the Settlement Class shall, provided the Court grants Final Approval: (a) be excluded from the Settlement Class

by Order of the Court; (b) not be a Settlement Class Member; (c) not be bound by the terms of the Settlement or any Final Approval order; and (d) have no rights under the Agreement, including to the Settlement Class Member Benefits. Any Settlement Class Member who does not timely and validly request to opt out shall be bound by the terms of the Agreement. If a Settlement Class Member submits both a Claim Form and a timely, valid exclusion request, the exclusion shall take precedence and be considered binding.

16. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt out from the Settlement Class may object to the Agreement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court and mailed to the Settlement Administrator, Class Counsel and Defendant's Counsel. Objections must strictly comply with the requirements set forth in the Settlement Agreement and the Long Form Notice. For an objection to be considered by the Court, the objection must be submitted on behalf of a Settlement Class Member no later than the Objection Deadline which is 30 days before the initial scheduled Final Approval Hearing. When submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

17. Settlement Class Members who fail to submit timely written objections in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement by appearing at the Final Approval Hearing, or through appeal, collateral attack, or otherwise. If a Settlement Class Member does not submit a timely written objection, the Settlement Class Member will not be able to participate in

the Final Approval Hearing.

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

19. Any Settlement Class Member who does not make an objection in the manner strictly provided in the Settlement Agreement and Long Form Notice shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards and, if final judgment is entered, shall forever be barred and foreclosed from raising such objections in this or any other proceeding and from challenging or opposing, or seeking to reverse, vacate, or modify, the final judgment or any aspect thereof.

20. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the release provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class.

21. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards for the Class Representatives of \$2,500 each to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

22. Class Counsel shall file their Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument in connection

with Class Counsel's request for attorneys' fees and costs and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Agreement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement, Long Form Notice, and in this Order.

23. **Termination:** If the Agreement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this Order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

24. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

25. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over these proceedings to ensure the effectuation thereof in accordance with the Agreement preliminarily approved herein and the related orders of this Court.

26. **Final Approval Hearing:** The Court will hold a Final Approval Hearing. The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of final judgment should be entered dismissing the Action on the merits and with prejudice; (c) to

determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted on the Settlement Website.

27. **Schedule:** The Court hereby sets the following schedule of events:

Notice Program Begins	Within 30 days after Preliminary Approval Order
Deadline to file Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards	45 days before initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before initial scheduled Final Approval Hearing date
Objection Deadline	30 days before initial scheduled Final Approval Hearing date
Deadline to Respond to Objections	10 days before initial scheduled Final Approval Hearing date
Deadline to Submit Claim Forms	15 days before initial scheduled Final Approval Hearing date
Final Approval Hearing	_____, ____ 2026, at __:__.

SO ORDERED this _____ day of _____, 2026.

SANKET J. BULSARA
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT 7
(FINAL APPROVAL ORDER)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

IN RE CONNECTONCALL.COM DATA
BREACH LITIGATION

Case No.: 2:24-cv-08790-SJB-JMW

**[PROPOSED] FINAL APPROVAL ORDER
GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards (ECF No. __);

WHEREAS, on _____, 202__, the Court entered its Preliminary Approval Order, in which the Court, *inter alia*: (1) preliminarily approved the terms of the Settlement; (2) determined that, for purposes of the Settlement only, provisionally certified the Settlement Class; (3) approved the Notice Program set forth in the Agreement and approved the form and content of the Notices of the Settlement; (4) approved the Claim Form and Claims Process; (5) approved the procedures to opt out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appointed Tiffany Picklesimer, Dianna Denny, Selena Moorner, and Ryan Nolet as Class Representatives and appointed Jason P. Sultzer of Sultzer & Lipari, PLLC, Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg Coleman Bryson Phillips Grossman PLLC, John A. Yanchunis of Morgan & Morgan, and Gerald D. Wells, III of Lynch Carpenter LLP as Class Counsel for settlement purposes; (7) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (8) stayed the Action pending Final Approval of the Settlement; and (9) set the Final Approval Hearing date (ECF No. __);

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order;

WHEREAS, on _____, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement and all capitalized terms used in this Order have the same meanings.

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The Claims Process was also fair, and the Claim Form was easily understandable.

4. Defendants have fully complied with the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715(b).

5. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered the factors set forth in Federal Rule of Civil Procedure 23(e)(2) and the

Second Circuit's traditional *Grinnell* factors from *City of Detroit v. Grinnell Corp*, 495 F.2d 448, 569 (2d Cir. 1974).

6. A list of the individuals who have opted out of the Settlement is attached as **Exhibit A**. Those individuals will not be bound by the Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claims Process has proceeded consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for the distribution of Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

12. The Court reaffirms the appointment of the Class Representatives, Class Counsel, and the Settlement Administrator.

13. The Court affirms its findings that the Settlement Class meets the relevant requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3), for only the purposes of the

Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to Settlement Class Members; (3) the claims of the Plaintiffs are typical of the claims of Settlement Class Members; (4) Tiffany Picklesimer, Dianna Denny, Selena Moorner, and Ryan Nolet are adequate representatives for Settlement Class Members, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement and ___ opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

14. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States whose information may have been impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; and (b) the judges assigned to the Action and their immediate families and Court staff. Settlement Class Members, who are bound by the Settlement and this Order, means every member of the Settlement Class who has not validly and timely requested exclusion from the Settlement Class.

15. Judgment shall be, and hereby is, entered dismissing the Action, with prejudice, on the merits.

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties release the Released Parties with respect to the Released Claims pursuant to the terms of the Agreement.

17. If after paying all valid Dark Web and Medical Data Monitoring costs, Cash Payments, Settlement Administration Costs, and any attorneys' fees, costs, and Service Awards approved by the Court, any residual amount in the Settlement Fund remains, it shall be distributed to [the International Association of Privacy Professionals and the Future of Privacy Forum] as *cy pres* recipients, which the Court finds to be appropriate given the subject matter of the Action.

18. The Court hereby decrees that neither the Settlement, nor this Order, nor the fact of the Settlement, is an admission or concession by Defendants or the Released Parties of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendants or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Agreement or to support a defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

19. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel is awarded \$_____ for attorneys' fees and \$_____ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. The Court evaluated Class Counsel's attorneys' fee request using the percentage of the fund method and concludes that the amount is within the range of reason under the factors listed in *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 47 (2d Cir. 2000).

20. The Class Representatives shall be awarded Service Awards in the amount of \$_____ each. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

21. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, may not initiate an action for or pursue any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal. Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

22. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to Settlement Class Members who submitted Valid Claims; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the Exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

24. The Settlement and Final Approval Order shall be forever binding on Settlement Class Members who have not timely and validly opted out. The judgment entered in this Final Approval Order shall constitute a final judgment for *res judicata* purposes.

25. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendants or of the validity or certifiability as a class for litigation of any claims that have been, or could have been, asserted in the Action.

26. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rule of Civil Procedure 58.

SO ORDERED on _____, 2026.

SANKET J. BULSARA
UNITED STATES DISTRICT JUDGE

EXHIBIT A

Opt-Out List

(To Be Completed Before Final Approval Hearing)

- 1.
- 2.
- 3.