



STATE OF MAINE
PENOBSCOT, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. PENSC-CV-2025-63

IN RE: COVENANT HEALTH DATA
SECURITY LITIGATION

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants Covenant Health, Inc. (“CH”), St. Joseph Healthcare Foundation, St. Joseph Hospital (“SJN”), and St. Joseph Hospital Nashua, N.H. (“SJHN” (collectively, “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. Defendant CH is a healthcare provider that operates three (3) hospitals and multiple skilled nursing and rehabilitation centers, physician practices and clinics, assisted living residences, and community-based health and elder care organizations across Maine, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, and Vermont. Two of Defendant CH’s hospitals include Defendant SJN and Defendant SJHN. Defendant SJN is a community hospital located in Bangor, Maine.

2. While providing healthcare services and related operations, Defendants collect, receive, maintain, and store current and former patients’ and employees’ Private Information, including, as applicable, names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein, unless otherwise defined.

3. On or about May 26, 2025, Defendant CH became aware of irregularities impacting connectivity and discontinued access to all data systems as a precaution, relating to a cybersecurity incident involving patients' and employees' Private Information. Defendants' investigation determined that an unauthorized party gained access to Defendants' IT environment on May 18, 2025, and accessed certain Private Information of more than 502,606 people throughout the United States. The information potentially included names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information.

4. On July 11, 2025, Defendant CH posted a Notice of Data Security Incident on its website and began mailing notification letters to affected individuals. Regulatory reporting reflected at least 7,864 individuals were affected.

5. Plaintiffs first filed two related actions in the Penobscot County Superior Court: *Michael McClain v. Covenant Health, Inc. and St. Joseph Hospital* (Docket No. PENSC-CIV-2025-0063) and *Melissa Boober and Russell Sellers, Jr. v. Covenant Health, Inc. and St. Joseph Hospital* (Docket No. PENSC-CIV-2025-0073). These two cases were materially and substantively similar, had overlapping claims, sought to represent the same putative class members, and arose out of the same Data Incident.

6. On September 25, 2025, the Superior Court granted Plaintiffs' unopposed motion to consolidate the two related cases and set a schedule, entering the Consolidation and Leadership Order. The Court entered the order on September 25, 2025. The Order consolidated *McClain* (PENSC-CIV-2025-0063) and *Boober/Sellers* (PENSC-CIV-2025-0073) into a single action under the lowest docket number PENSC-CIV-2025-0063.

7. The Court directed all subsequent filings be made in Docket No. PENSC-CIV-2025-0063 under the caption *In re Covenant Health Data Security Litigation*, and provided that all

future related actions are to be consolidated into that action (the “State Action”).

8. The Court appointed Casondra Turner of Milberg, PLLC as Interim Lead Class Counsel for the putative class, authorized to speak for all Plaintiffs and the putative class, serve as the point of contact with Defendants’ counsel, and coordinate all activities, appearances, notices, and orders.

9. Following consolidation, Plaintiffs filed a Consolidated Class Action Complaint on November 24, 2025, asserting causes of action for negligence, breach of implied contract, unjust enrichment, and declaratory judgment.

10. During this time, Plaintiffs Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda Flaminis, individually and on behalf of all others similarly situated, were granted consolidation of their related actions in the United States District Court for the District of Massachusetts and filed a consolidated complaint on February 17, 2026 styled as *In re Covenant Health Data Breach Litigation*, Case No. 1:26-cv-10032-WGY (D. Mass.) (the “Federal Action”). Ms. Turner of Milberg, PLLC and Andrew W. Ferich of Ahdoot & Wolfson, PC were appointed as interim co-lead class counsel in the Federal Action.

11. Both the State Action and Federal Action subsequently were stayed pending mediation.

12. Shortly thereafter, the Parties began discussing settlement and scheduled mediation with experienced mediator Bruce A. Friedman, Esq. of JAMS. In advance of the mediation, Plaintiffs propounded informal discovery requests on Defendants to which Defendants responded by providing information in advance of the mediation. The Parties also exchanged mediation statements in advance of the mediation.

13. On April 23, 2026, the Parties met before Bruce A. Friedman, Esq. to mediate the cases. Following a full day mediation of arms-length negotiations between experienced counsel, the Parties reached an agreement on most, but not all, of the material terms of a class settlement.

14. Following weeks of additional negotiations, in mid-May 2026, the Parties reached an agreement on all material deal points and thereafter advised the courts in the State Action and Federal Action that they had reached a settlement in principle and requested the courts stay all deadlines pending the State Action Court's approval of the Settlement. The Parties now agree to settle the Action (including all claims and allegations in both the State Action and the Federal Action) 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 its 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

15. “**Action**” means the consolidated class action lawsuit entitled: *In re Covenant Health Data Security Litigation*, Docket No. PENSC-CV-2025-63, pending in the State of Maine, Penobscot County, Superior Court.

16. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement.

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

18. “**Cash Payment**” means monetary compensation paid to Settlement Class Members who submitted a Claim and elected Cash Payment A – Documented Losses, and/or Cash Payment B – Pro Rata 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 herein.

21. “**Cash Payment B – Pro Rata Cash**” means the Settlement Class Member Benefit in the amount of \$75.00 that Settlement Class Members may elect pursuant to Section V herein. The amount of this payment is subject to participation in the Settlement and may be adjusted *pro rata*.

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

Payment and/or Credit Monitoring.

23. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

24. “**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 Credit Monitoring.

25. “**Claimant**” means a Settlement Class member who submits a Claim Form.

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

27. “**Class Counsel**” means Casandra Turner of Milberg, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, and William B. Federman of Federman & Sherwood.

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

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

30. “**Complaint**” means the Consolidated Class Action Complaint filed in the Action on November 24, 2025.

31. “**Court**” means the State of Maine, Penobscot County, Superior Court presiding over the Action and the Judge assigned to the Action.

32. **“Credit Monitoring”** means the two years of CyEx Medical Shield Complete with one-bureau credit monitoring provided through the Settlement that Settlement Class Members will automatically receive a code to enroll in on their individualized Postcard Notice.

33. **“Data Incident”** means the cybersecurity incident that Defendants discovered on May 26, 2025, resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information.

34. **“Defendants”** refers to Covenant Health Inc., St. Joseph Healthcare Foundation, St. Joseph Hospital, and St. Joseph Hospital Nashua, N.H., the defendants in the Action.

35. **“Defendants’ Counsel”** means Edward J. McAndrew of Baker & Hostetler LLP and Clifford Ruprecht of Ruprecht & Bischoff, LLP.

36. **“Effective Date”** means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

38. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order.

39. **“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.

40. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

41. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, 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.

42. “**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.

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

44. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, Service Awards, cost of Credit Monitoring, and approved Claims for Cash Payment A.

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

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

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

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

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

Hearing.

50. **“Party”** means each of the Plaintiffs and Defendants, and **“Parties”** means Plaintiffs and Defendants, collectively.

51. **“Plaintiffs”** refers to Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis.

52. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1*** that the Settlement Administrator shall disseminate to Settlement Class members by mail.

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

54. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

55. **“Private Information”** means information collected and/or maintained by Defendants, including, but not limited to some combination of Names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information (including diagnoses, dates, and types of treatment), and health insurance information.

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

57. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or

unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint.

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

59. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

60. **“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 due to Plaintiffs as Settlement Class Members.

61. **“Settlement Administrator”** or **“Kroll”** means Kroll Settlement Administration LLC.

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

63. **“Settlement Class”** means all living persons residing in the United States whose

Private Information was compromised by the Data Incident, including all persons who were sent notice of the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff; and (c) anyone Settlement Class Member who properly opt-out of the Settlement. The Settlement Class consists of approximately 502,606 individuals.

64. “**Settlement Class Member**” means any member of the Settlement Class.

65. “**Settlement Class Member Benefits**” means Cash Payments, Credit Monitoring, injunctive relief, Settlement Administration Costs, Class Counsel attorneys’ fees, costs, and Class Representative Service Awards.

66. “**Settlement Fund**” means the non-reversionary, cash common fund in the total amount of \$2,000,000.00, from which all expenses relating to the Settlement will be paid, and that Defendants are obligated to fund or cause to be funded under the terms of this Settlement Agreement.

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

68. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and

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

III. Settlement Fund

69. Defendant shall fund or cause to be funded the Escrow Account by paying or causing to be paid in two installments the total amount of two million dollars and zero cents (\$2,000,000.00). First, within the later of thirty (30) days after: (1) this Court enters the Preliminary Approval Order; or (2) the receipt of an invoice, W-9, payment instructions from the Settlement Administrator, contact information of an individual to voice verify the instructions, and completion of voice verification, Defendant shall pay an amount necessary to cover Settlement Administration Costs through the notice period as reflected in the anticipated invoice. Second, Defendant shall pay the remaining amount of the Settlement Fund within 30 days of the Effective Date, provided that the second payment is to be made to the same account as for the initial payment. In no event will Defendants be required to pay more than \$2,000,000.00 as part of this Settlement. The Settlement Fund will be used to pay all costs and expenses related to the Settlement, including without limitation: (a) all Cash Payments and Credit Monitoring; (b) all Settlement Administration Costs; (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives;

and (d) any applicable taxes. In the event there is no Final Approval Order, with the exception of any outstanding invoices due to the Settlement Administrator, all funds remaining in the Settlement Fund shall be payable to Defendant.

70. 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) arising with respect to 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, Defendants’ 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

71. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for settlement purposes. Defendants agree solely for purposes of the settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, 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.

V. Settlement Consideration

72. All Settlement Class Members may submit a Claim for both Cash Payment A – Documented Losses and Cash Payment B – Pro Rata Cash. Additionally, all Settlement Class Members will automatically receive two years of CyEx Medical Shield Complete. 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.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the 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 his or her Claim, the Claim will be converted to Cash Payment B – Pro Rata Cash.

b. Cash Payment B – Pro Rata Cash

In addition to or in lieu of electing Cash Payment A – Documented Losses, a Settlement

Class Member may elect to receive Cash Payment B – Pro Rata Cash, which is a cash payment that does not require the submission of any supporting documentation. Cash Payment B will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$75.00, which could be lower or higher based on the number of Valid Claims.

c. Credit Monitoring

In addition to a Cash Payment, Settlement Class Members will automatically receive an enrollment code for two years of CyEx Medical Shield Complete with one-bureau credit monitoring on their individualized Postcard Notice. The Credit Monitoring will provide benefits, including, but not limited to credit monitoring, dark web monitoring, real-time authentication alerts, high-risk transaction monitoring, and lost wallet protection, insurance coverage for up to \$1,000,000 for identity theft.

73. ***Pro Rata Adjustments on Cash Payments*** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Settlement Administration Costs, (2) Court-approved Service Awards, (3) Court-approved attorneys’ fees and costs, (4) costs for Credit Monitoring, (5) Cash Payment A – Documented Losses claims, and (6) Cash Payment B – Pro rata Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

74. **Injunctive Relief** – Defendants either have undertaken or will undertake certain reasonable steps to further secure systems and environments, including agreeing to adopt and

implement reasonable and appropriate data security measures. Defendants shall provide Plaintiffs' Counsel with a confidential declaration, suitable for submission under seal to the Court for *in camera* review upon the Court's request, attesting that remedial security-related measures have been or will be implemented. Defendants shall also identify anticipated additional remedial measures including additional employees and training and increase in its cybersecurity budget over the next five years. The costs of such implemented or to-be-implemented measures are the responsibility of the Defendants and will not in any way reduce the Settlement Amount.

VI. Settlement Approval

75. Within 14 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 shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendants.

76. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Plaintiffs as Class Representatives and Casondra Turner 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.

VII. Settlement Administrator

77. The Parties agree that, subject to Court approval, Kroll 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.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims process, administering the Settlement Fund, and distributing the Cash Payments.

79. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms upon request Settlement Class members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining 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, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

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

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

k. Paying Court-approved attorneys' fees, costs, and Service Awards, out of the Settlement Fund;

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

m. Any other Settlement administration function at the instruction of Class Counsel and Defendants, including, but not limited to, verifying that the Settlement Fund has been

properly administered and that the Cash Payments and Credit Monitoring access information have been properly distributed.

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

80. Defendants will make available to Class Counsel and 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.

81. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Notice shall be made to all Settlement Class Members via US Postal Mail. 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. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the 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.

82. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement

Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

83. 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.

84. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class before the end of 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, 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.

85. 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 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 relevant Settlement Class Member must submit the objection prior to the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope. If 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.

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

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. whether the objector and/or his or her counsel used Artificial Intelligence to assist in drafting their objection, and if so, what platform they used;

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

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

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

j. the objector's 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.

87. 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

88. The Notice and the Settlement Website will explain to Settlement Class Members

that they may be entitled to a Cash Payment and how to submit a Claim Form, and will include a code to enroll in the Credit Monitoring.

89. 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.

90. 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.

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

92. 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.

93. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

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

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

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

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

96. 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. Additionally, Class Counsel have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

97. 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.

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

99. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will choose their preferred method of payment on the Claim Form. Paper checks must be negotiated within 180 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and 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.

100. 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.

X. Final Approval Order and Final Judgment

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

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

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

XI. Service Awards, Attorneys' Fees and Costs

103. *Service Awards* – The Class Representatives may seek Service Awards of up to \$2,500 each, subject to Court approval. 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 within 10 days of the Effective Date..

104. *Attorneys' Fees and Costs* - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third the total settlement value, plus reimbursement of reasonable costs. 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 within 10 days of the Effective Date.

105. 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.

XII. Disposition of Residual Funds

106. In the event, after all payments are made, any *non-deminimis* residue of the Settlement Fund remains, the remaining funds will be issued to the Maine Bar Foundation. No

residual funds will revert to Defendant.

XIII. Releases

107. 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 all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties 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.

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

109. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XIV. Termination of Settlement

110. This Agreement shall be subject to and is expressly conditioned on the occurrence of all 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 objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

111. 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.

112. If more than 1,500 members of the Settlement Class opt out of the Settlement, Defendants shall have five business days from the date the Settlement Administrator provides written notice to Defendants of the number of opt-outs to cancel the Settlement.

113. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further

force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

114. 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

115. 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, 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.

116. 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

117. 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.

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

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

120. 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.

121. 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

122. *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's terms. Defendants

may also provide information about the Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

124. ***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.

125. ***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.

126. ***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.

127. ***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.

128. ***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.

129. **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 Maine, without regard to the principles thereof regarding choice of law.

130. **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.

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

132. **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:

Casondra Turner
MILBERG, PLLC
260 Peachtree Street, NW, Suite 2200
Atlanta, GA 30303

cturner@milberg.com

Andrew W. Ferich
AHDOOT & WOLFSON, PC
201 King of Prussia Road, Suite 650
Radnor, PA 19087
aferich@ahdootwolfson.com

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave
Oklahoma City, OK 73120
wbf@federmanlaw.com

If to Defendants or Defendants' Counsel:

Edward J. McAndrew
BAKER & HOSTETLER LLP
1735 Market Street
Suite 3300
Philadelphia, PA 19103-7501
emcandrew@bakerlaw.com

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

133. ***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.

134. ***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.

135. ***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 he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

136. ***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.

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

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

Signature Page to Follow

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Signed by:

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Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett

Louis Molloy

Jamal Phillips

Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

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Russell Sellers, Jr.

Michael McClain

Michael Wickett

Louis Molloy

Jamal Phillips

Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael L McClain
Michael L McClain (Jul 20, 2026 10:05:28 EDT)

Michael McClain

Michael Wickett

Louis Molloy

Jamal Phillips

Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

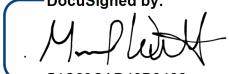
CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

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Michael Wickett

Louis Molloy

Jamal Phillips

Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett


[Louis Molloy \(Jul 17, 2026 15:55:45 EDT\)](#)
Louis Molloy

Jamal Phillips

Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett

Louis Molloy

Signed by:

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Jamal Phillips

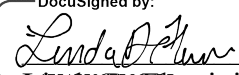
Alex Hall

Colleen Redding

Keirsten Walder

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Nicholas DeFlaminis

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Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett

Louis Molloy

Jamal Phillips


Alex Hall (Jul 17, 2026 15:18:39 EDT)
Alex Hall

Colleen Redding

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett

Louis Molloy

Jamal Phillips

Alex Hall

Colleen M. Redding
Colleen M. Redding (Jul 13, 2026 12:59:35 EDT)

Keirsten Walder

Nicholas DeFlaminis

Linda DeFlaminis

CLASS COUNSEL

PLAINTIFFS, Individually and on behalf of the Settlement Class:

Melissa Boober

Russell Sellers, Jr.

Michael McClain

Michael Wickett

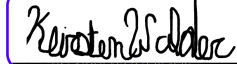
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Jamal Phillips

Alex Hall

Colleen Redding

Signed by:



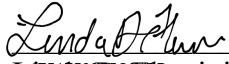
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Keirsten Walder

Signed by:



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Nicholas DeFlaminis

DocuSigned by:



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Linda DeFlaminis

CLASS COUNSEL

Casondra Turner

Casondra Turner
MILBERG, PLLC

Andrew W. Ferich

Andrew W. Ferich
AHDOOT & WOLFSON, PC

William B. Federman
FEDERMAN & SHERWOOD

**DEFENDANTS – COVENANT HEALTH, INC., ST. JOSEPH HEALTHCARE
FOUNDATION, ST. JOSEPH HOSPITAL, AND ST. JOSEPH HOSPITAL NASHUA, N.H.**

Stephen J. Grubbs

By: Stephen J. Grubbs

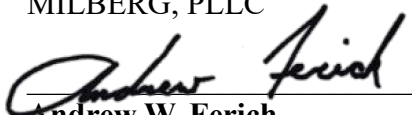
Its President & CEO

COUNSEL FOR DEFENDANTS

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Casandra Turner
MILBERG, PLLC


Andrew W. Ferich
AHDOOT & WOLFSON, PC


William B. Federman
FEDERMAN & SHERWOOD

**DEFENDANTS – COVENANT HEALTH, INC., ST. JOSEPH HEALTHCARE
FOUNDATION, ST. JOSEPH HOSPITAL, AND ST. JOSEPH HOSPITAL NASHUA, N.H.**



By: Stephen J. Grubbs

Its President & CEO

COUNSEL FOR DEFENDANTS


Edward J. McAndrew
BAKER & HOSTETLER LLP

EXHIBIT 1

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**You are eligible for
benefits from a class
action settlement
regarding the
Covenant Health
Data Incident.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with Covenant Health, Inc., St. Joseph Healthcare Foundation, St. Joseph Hospital, and St. Joseph Hospital Nashua, N.H. (the “Defendants”) in the class action lawsuit *In re: Covenant Health Data Security Litigation*, No. PENS-CV-2025-63, about a Data Incident on or around May 18, 2025 that potentially compromised patients’ personally identifiable information (“PII”) and private health information (“PHI”) (“Private Information”). This Private Information includes names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information, and health insurance information. Plaintiffs claim Defendants failed to adequately protect patients’ Private Information and violated state consumer protection act statutes. Defendants deny all wrongdoing.

Am I included? You are receiving this Notice because Defendants’ records show you are included in the Class. The Settlement Class consists of all persons residing in the United States whose Private Information was compromised by the Data Incident and who were sent notice of the Data Incident.

What can I get? If approved by the Court, Defendants will pay \$2,000,000 in a Settlement Fund to resolve the Action. Settlement Class Members may file a Claim Form to receive (i) Reimbursement for Out-of-Pocket Losses of up to \$5,000 with documentation and (ii) a Pro Rata Cash Payment estimated at \$75. Payment amounts may be adjusted based on the number of viable Claims filed. Settlement Class Members may also enroll in two (2) years of Credit Monitoring (activation code: XXX). Benefits, including Credit Monitoring, will be available after the Court grants Final Approval of the Settlement.

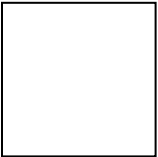
How do I get Settlement Class Benefits? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com) or mail the attached Claim Form postmarked by **Month XX, 2026** to receive Settlement Benefits. Claim Forms are also available on the Settlement Website or by calling (XXX) XXX-XXXX.

What are my other options? If you do nothing, you will not receive any Settlement Benefits, you will remain a Settlement Class Member, and you will give up your rights to sue Defendants for the claims resolved by this Settlement. If you do not want any Settlement Benefits, but you want to keep your right to sue Defendants for the claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called “opting out”). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

The Court’s Final Approval Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve the Settlement and up to one-third the total settlement value in attorneys’ fees plus expenses, and a \$2,500 Service Award to each of the Class Representatives. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and instructions on how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX



<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claim Forms must be postmarked no later than **Month XX, 2026**. To receive your cash payment electronically or to file a Claim for **Reimbursement for Out-of-Pocket Losses**: You **MUST** submit a Claim Form online or use the full Claim Form available on the Settlement Website and provide supporting documentation to make a claim for Reimbursement of Out-of-Pocket Losses.

Class Member ID: <<refnum>>

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>> <<City>>,

<<State>> <<Zip>>

If different from the preprinted data on the left, please print your correct address information.

Address

City

State

Zip Code

Check the box if you would like to receive a Pro Rata Cash Payment:

You may claim both Medical Monitoring and the Pro Rata Cash Payment.



Pro Rata Cash Payment: I want to receive a *pro rata* (proportional) cash payment estimated at \$75.*

*Payment amount to be determined after all costs, fees, and awards have been paid and all viable Claims are submitted.

By signing below, I swear and affirm under the laws of the State of Maine that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature:

Date (MM/DD/YYYY):

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the Superior Court of Penobscot County, Maine
In re: Covenant Health Data Security Litigation, No. PENS-CV-2025-63

Were you notified that your Private Information may have been compromised by a Data Incident at Covenant Health, Inc. on or around May 18, 2025? You may be eligible for benefits from a class action settlement.

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

- A Settlement has been reached with Covenant Health Inc., St. Joseph Healthcare Foundation, St. Joseph Hospital, and St. Joseph Hospital Nashua, N.H. (the “Defendants”) in a class action lawsuit about the unauthorized access of Covenant Health Inc.’s IT environment on or around May 18, 2025 (the “Data Incident”) potentially compromising patients’ personally identifiable information (“PII”) and private health information (“PHI”) (collectively, “Private Information”). The Plaintiffs claim the Defendants failed to adequately protect patients’ Private Information. The Defendants deny all allegations and any wrongdoing.
- The Settlement Class includes all persons residing in the United States whose Private Information was compromised by the Data Incident and who were sent notice of the Data Incident.
- If approved by the Court, the Defendants will pay \$2,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide cash payments to Settlement Class Members (Reimbursement for Out-of-Pocket Losses up to \$5,000, and a *Pro Rata* Cash Payment estimated to be \$75), enrollment codes to enroll in two (2) years of Credit Monitoring, as well as Settlement Administration fees, court-awarded Attorneys’ Fees, Costs, and Expenses, and court-awarded Service Awards. Payment amounts may be subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims submitted.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	Month XX, 2026
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendants about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	Month XX, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	Month XX, 2026
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendants about the claims resolved by this Settlement.	No deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

WHAT THIS NOTICE CONTAINS

Basic Information

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2. What is this Litigation about?
3. What is a class action?
4. Why is there a Settlement?

Who is in the Settlement?

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

The Settlement Benefits

7. What does the Settlement provide?
8. Tell me more about the Reimbursement for Out-of-Pocket Losses.
9. Tell me more about the *Pro Rata* Cash Payment.
10. Tell me more about Reimbursement for Lost Time.
11. Tell me more about the Medical Monitoring.
12. How will payments be calculated?
13. What claims am I releasing if I stay in the Settlement?

How to get Settlement Benefits – Making a Claim

14. How do I submit a Claim Form to get Settlement Benefits?
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The Lawyers Representing You

16. Do I have a lawyer in this case?
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19. How do I opt out of the Settlement?

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20. How do I tell the Court if I do not like the Settlement?
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The Court's Final Approval Hearing

22. When is the Court's Final Approval Hearing?
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If You Do Nothing

24. What happens if I do nothing at all?

Getting More Information

25. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re: Covenant Health Data Security Litigation*, No. PENS-CV-2025-63, and is pending in the Superior Court of Penobscot County, Maine. The people who filed this Action are called the “Plaintiffs” and the companies they sued, Covenant Health Inc., St. Joseph Healthcare Foundation, St. Joseph Hospital, and St. Joseph Hospital Nashua, N.H., are collectively called the “Defendants.”

2. What is this Litigation about?

On or around May 18, 2025, an unauthorized actor gained access to the Defendants’ IT environment, potentially compromising patients’ personally identifiable information (“PII”) and private health information (“PHI”) collectively, “Private Information,” (the “Data Incident”). This Private Information includes, but is not limited to, names, addresses, dates of birth, medical record numbers, Social Security numbers, treatment information (such as diagnoses, dates of treatment, and type of treatment), and health insurance information.

On or around July 11, 2025, the Defendants began notifying potentially impacted individuals about the Data Incident. The Plaintiffs claim the Defendants failed to adequately protect patients’ Private Information.

The Defendants deny all the Plaintiffs’ claims and maintain that they did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. The Defendants deny all claims and contend that they have not violated any laws. The Plaintiffs and Defendants agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all persons residing in the United States whose Private Information was compromised by the Data Incident and who were sent notice of the Data Incident.

6. Are there exceptions to being included?

Yes, excluded from the Settlement Class are: (a) directors and officers of Defendants; (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff; and (c) any Settlement Class Member who properly opts out of the Settlement.

THE SETTLEMENT BENEFITS

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

7. What does the Settlement provide?

If approved by the Court, the Defendants will pay \$2,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide cash payments to Settlement Class Members and Credit Monitoring, as well as Settlement Administration fees, court-awarded Attorneys' Fees, Costs and Expenses, and court-awarded Service Awards.

Settlement Benefits include:

- **Reimbursement for Documented Losses:** Reimbursement of up to \$5,000 for documented out-of-pocket losses and expenses incurred as a result of the Data Incident;
- **Pro Rata Cash Payment:** A *pro rata* (proportional) cash payment, estimated to be \$75.
- **Credit Monitoring:** Two (2) years of CyEx Medical Shield Complete with credit monitoring services.
- **Security Enhancements:** Security enhancements Defendants either have undertaken or will undertake to further secure systems and environments.

Pro Rata Cash Payment amounts may be subject to *pro rata* (proportional) increase or decrease based on the amount of viable Claims made.

8. Tell me more about Reimbursement for Out-of-Pocket Losses.

Settlement Class Members may file a claim for Reimbursement for Out-of-Pocket Losses of up to \$5,000 for any documented, unreimbursed out-of-pocket losses resulting from the Data Incident. To receive a payment for Reimbursement of Out-of-Pocket Losses, you must attest that the losses or expenses were incurred as a result of the Data Incident and submit reasonable documentation supporting the losses.

Out-of-pocket losses may include, but are not limited to: out-of-pocket credit monitoring costs that were incurred on or after May 18, 2025, through **[Claims Deadline]**; unreimbursed losses associated with actual fraud or identity theft; and unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

You cannot be reimbursed for out-of-pocket losses if you have been reimbursed for the same losses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendants or otherwise.

Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not "self-prepared" that demonstrates the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

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, it will be rejected and your Claim will be treated as if you elected a *Pro Rata* Cash Payment only.

9. Tell me more about the Pro Rata Cash Payment.

Settlement Class Members may also file a Claim for a *Pro Rata* Cash Payment. The amount of the Alternative Cash Payments is estimated to be \$75, but the payment amount may be adjusted on a *pro rata* (proportional) basis (see Question 12). No documentation is required to file a claim for an Alternative Cash Payment.

11. Tell me more about the Credit Monitoring.

In addition to the payment options above, Settlement Class Members will automatically receive an enrollment code to receive two years of Credit Monitoring through CyEx Medical Shield Complete, which includes credit monitoring services, dark web monitoring, security freeze assist, and up to \$1,000,000.00 in identity theft insurance.

Questions? Call **(XXX) XXX-XXXX** or visit **[www.\[website\].com](http://www.[website].com)**.

Once the Settlement receives final approval from the Court and becomes effective, information about how to enroll in the Medical Monitoring benefit, including an activation code, will be provided to Settlement Class Members who submit a valid Claim Form selecting this benefit (see Question 15).

The Postcard Notice you received by mail included a unique code to enroll in the Credit Monitoring benefit, which will become active for use after the Court grants Final Approval of the Settlement (see Question 15). Please visit the Settlement Website at [www.\[website\].com](http://www.[website].com) for updates.

If you did not receive a Postcard Notice or do not know your enrollment code, please contact the Settlement Administrator at (XXX) XXX-XXXX or use the “Contact Us” form on the Settlement Website.

12. How will payments be calculated?

After deducting Notice and Settlement Administration fees, any court-awarded Service Awards, and any court-awarded Attorneys’ Fees, Costs, and Expenses, the remaining balance of the Settlement Fund will be used to provide Settlement Benefits for viable Claims in the following order: (1) Credit Monitoring, (2) Reimbursement for Out-of-Pocket Losses, and (3) *Pro Rata* Cash Payments.

After calculating the amounts needed for viable Claims for Credit Monitoring and Reimbursement for Out-of-Pocket Losses, the *Pro Rata* Cash Payment amount will be calculated with the goal of exhausting the Settlement Fund. Any residual funds remaining after distribution of the *Pro Rata* Cash Payments will go to a non-profit organization agreed upon by the Parties and approved by the Court.

13. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

14. How do I submit a Claim Form to get Settlement Benefits?

To get Settlement Benefits, you must submit a Claim Form by **Month XX, 2026**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET, or mailed and postmarked by **Month XX, 2026** to the Settlement Administrator at:

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

15. When will I get Settlement Benefits?

The short answer is: after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees, costs, and expenses, and the Service Awards to the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court appointed Casandra Turner of Milberg, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, and William B. Federman of Federman & Sherwood to represent you and other members of the Settlement

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

17. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third of total settlement value plus expenses for representing the Settlement Class, as well as a \$2,500 Service Award to each of the Class Representatives for their efforts on behalf of the Settlement Class. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written Opt-Out Request to the Settlement Administrator that includes the following information:

- A statement indicating your intention to be excluded, such as "I wish to opt out of the Settlement Class in *In re: Covenant Health Data Security Litigation*, No. PENS-CV-2025-63";
- Your full name, address, telephone number, and email address; and
- Your signature.

Your request for to opt out must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
ATTN: Opt-Out Request
P.O. Box XXXXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, the request for attorneys' fees, costs and expenses, or Service Awards, the Releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re: Covenant Health Data Security Litigation*, No. PENS-CV-2025-63;
- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your attorney;

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

- The number of times you have objected to a class action settlement within the past five years, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon the prior objections;
- The identity of all attorneys (if any) representing you, and a statement as to whether they will appear at the Final Approval Hearing;
- The number of times your attorneys have objected to a class action settlement within the past five years, the caption of each case in which your attorneys have made an objection, and a copy of any orders related to or ruling upon the prior objections;
- Whether you or your attorneys used Artificial Intelligence to assist in drafting your objection, and, if so, the platform used;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (your attorney's signature is not sufficient).

Objections must be filed with, or mailed to, the Court no later than **Month XX, 2026**.

Penobscot County Superior Court
78 Exchange St.
Bangor, ME 04401

A copy of your objection also must be mailed to Class Counsel, **Defendants' Counsel**, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

SETTLEMENT CLASS COUNSEL	DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR
Casondra Turner MILBERG, PLLC 260 Peachtree Street, NW Suite 2200 Atlanta, GA 30303 cturner@milberg.com	Edward J. McAndrew BAKER & HOSTETLER LLP 1735 Market Street Suite 3300 Philadelphia, PA 19103-7501 emcandrew@bakerlaw.com	<i>In re: Covenant Health Data Security Litigation</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXXXX New York, NY 10150- XXXX

21. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

22. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. ET**, at Penobscot County Superior Court, **Street Address, City, ME Zip Code**, to decide whether to approve the Settlement, Class Counsel's request for up to one third of the total settlement value in attorneys' fees, plus costs, and expenses, and whether to approve the \$2,500 Service Awards to each of the Class Representatives. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

23. Do I have to come to the Final Approval Hearing?

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement Agreement and will not be eligible to receive any Settlement Benefits.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

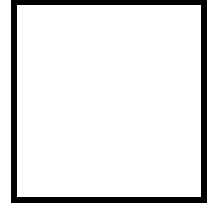
EXHIBIT 3

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**Your Claim must
be submitted
online or
postmarked by:
Month XX, 2026**

CLAIM FORM

In re: Covenant Health Data Security Litigation
No. PENS-CV-2025-63
In the Superior Court of Penobscot County, Maine



GENERAL INSTRUCTIONS

If you live in the United States and your Private Information was potentially compromised by the Covenant Health, Inc. Data Incident that occurred on or about May 18, 2025 and/or you were sent a notice of the Data Incident, you may submit a Claim for Settlement Benefits as outlined below using this Claim Form. Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Reimbursement for Out-of-Pocket Losses and/or a *Pro Rata* Cash Payment, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. Mail, postmarked by the deadline above, to:

In re: Covenant Health Data Security Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Benefits

You may submit a Claim to receive Reimbursement for Out-of-Pocket Losses and/or a *Pro Rata* Cash Payment.

You will be able to enroll in Credit Monitoring using the activation code provided in the Postcard Notice, after the Settlement receives final approval from the Court and becomes effective. If you did not receive a Postcard Notice or do not have the activation code, please contact the Settlement Administrator at (XXX) XXX-XXXX or [www.\[website\].com](http://www.[website].com).

Check the box below to select the appropriate payment option(s):

- ☐ **Reimbursement for Documented Losses:** Reimbursement of up to \$5,000 for documented out-of-pocket losses and expenses incurred as a result of the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.
- ☐ ***Pro Rata* Cash Payment:** A *pro rata* (proportional) cash payment, estimated to be \$75. No documentation is required. Based on the amount of viable Claims filed, *Pro Rata* Cash Payment amounts may be adjusted *pro rata* (proportionally) as needed.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

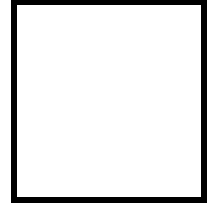
Last Name

000000000000
000000000000

**Your Claim must
be submitted
online or
postmarked by:
Month XX, 2026**

CLAIM FORM

In re: Covenant Health Data Security Litigation
No. PENS-CV-2025-63
In the Superior Court of Penobscot County, Maine



Address 1

Address 2

City

State

Zip Code

Telephone Number: () -

Email Address: _____

Class Member ID (if known): 00000 _____

II. PAYMENT SELECTION

Please check one of the boxes below to select a Claim Payment option:

☐ Zelle ☐ Venmo ☐ PayPal ☐ ACH ☐ Check

Note: The easiest way to file a Claim and provide electronic payment information is through the Settlement Website. Please visit [www.\[website\].com](http://www.[website].com) and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

Settlement Class Members may file a claim for Reimbursement for Out-of-Pocket Losses of up to \$5,000 for any documented, unreimbursed out-of-pocket losses resulting from the Data Incident. To receive a payment for Reimbursement of Out-of-Pocket Losses, you must attest that the losses or expenses were incurred as a result of the Data Incident and submit reasonable documentation supporting the losses.

Out-of-pocket losses may include, but are not limited to: out-of-pocket credit monitoring costs that were incurred on or after May 18, 2025, through the [\[Claims Deadline\]](#); unreimbursed losses associated with actual fraud or identity theft; and unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

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0 0 0 0 0 0 0 0 0 0 0 0

Your Claim must
be submitted
online or
postmarked by:
Month XX, 2026

CLAIM FORM

In re: Covenant Health Data Security Litigation
No. PENS-CV-2025-63
In the Superior Court of Penobscot County, Maine

You cannot be reimbursed for out-of-pocket losses if you have been reimbursed for the same losses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendants or otherwise.

Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not “self-prepared” that demonstrates the costs incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

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, it will be rejected and your Claim will be treated as if you elected a *Pro Rata* Cash Payment only.

Please confirm that you have attached documentation for your Claim by checking the box below:

☐ I have attached documentation showing that the losses and expenses listed below were related to the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
Example: Medical Monitoring	07/17/25 (mm/dd/yy)	\$60.00	Copy of Medical Monitoring service bill
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	

IV. ATTESTATION & SIGNATURE

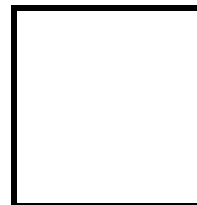
I swear and affirm under the laws of the State of Maine that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

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**Your Claim must
be submitted
online or
postmarked by:
Month XX, 2026**

CLAIM FORM

In re: Covenant Health Data Security Litigation
No. PENS-CV-2025-63
In the Superior Court of Penobscot County, Maine



_____/_____/_____
Signature Date (mm/dd/yyyy)

Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the “Contact Us” form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

EXHIBIT 4

STATE OF MAINE
PENOBSCOT, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. PENSC-CV-2025-63

IN RE: COVENANT HEALTH DATA
SECURITY LITIGATION

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs and proposed Class Representatives Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis' ("Class Representatives"), Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to the Motion (the "Settlement Agreement").¹ Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

All living persons residing in the United States whose Private Information was compromised in the Data Incident, including all persons who were sent notice of the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff; and (c) any Settlement Class Member who properly opts out of the Settlement.

Pursuant to Maine Rule of Civil Procedure 23(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement

¹ All defined terms herein have the same meaning as set forth in the Settlement Agreement.

Class for purposes of judgment on the Settlement because they meet all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class, as the Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

2. **Class Representatives and Class Counsel.** The Court finds that Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis should be appointed as Settlement Class Representatives. Additionally, the Court finds that Casondra Turner of Milberg, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, and William B. Federman of Federman & Sherwood should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class

through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026, at the Superior Court of Penobscot County, Maine, Courtroom _____ [or via telephone or videoconference] at _____ a.m./p.m. to determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Maine Rule 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Settlement Administrator.** The Court appoints Kroll Settlement Administration LLC as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as Exhibits are hereby

approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice Program and the Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meets all applicable requirements of law, including Maine Rule 23, and the Due Process Clause(s) of the United States Constitution and the Maine Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must sign and timely submit written notice of such intent to the Settlement Administrator. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the

Settlement at the top of the communication. Such opt-out Requests for Exclusion must meet the Opt-Out Deadline established by this Order and stated in the Notice.

Within seven days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written Opt-Out Request for Exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including, but not limited to, the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely Opt-Out Requests for Exclusion shall not be entitled to receive any benefits from the Settlement.

10. **Objections and Appearances.** A Settlement Class Member may file with the Court and mail to the Settlement Administrator a notice of intent to object to the Settlement Agreement. The Long Form Notice shall instruct Settlement Class Members who wish to object to the Agreement to file their objection with the Court. The Notice shall make clear that the Court can only approve or deny the Settlement Agreement and cannot change the terms. The Notice shall advise Settlement Class Members of the deadline for submission of any objections. Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection,

the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel (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 to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years; (f) whether the objector and/or his or her counsel used Artificial Intelligence to assist in drafting their objection and, if so, what platform they used; (g) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (j) the objector's 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.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement

Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the release set forth in the Final Judgment and Order of Dismissal if entered.

11. **Claims Process.** Class Counsel and Defendants have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Judgment and Order of Dismissal is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Judgment and Order of Dismissal, including the release.

12. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the parties, all of whom shall be restored to their respective positions existing before the Court entered this Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement

nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Order shall be of no force or effect if the Final Judgment and Order of Dismissal is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiffs or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

16. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

17. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Defendants Provide Class List to Settlement Administrator	No later than 10 days after entry of this Preliminary Approval Order
Notice Program Commencement	No later than 30 days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees, Reimbursement of Costs and Expenses, and Service Awards to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Postmark Deadline for Opt-Out or Objections	No later than 30 days before the initial scheduled Final Approval Hearing
Postmark/Filing Deadline for Filing Claims	No later than 15 days before the initial scheduled Final Approval Hearing
Motion for Final Approval to be Filed by Class Counsel	No later than 45 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of this Preliminary Approval Order

DONE AND ORDERED on this ____ day of _____, 2026.

Justice Bruce C. Mallonee
Maine Superior Court

EXHIBIT 5

**STATE OF MAINE
PENOBSCOT, ss.**

**SUPERIOR COURT
CIVIL ACTION
DOCKET NO. PENSC-CV-2025-63**

**IN RE: COVENANT HEALTH DATA
SECURITY LITIGATION**

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter a Final Approval Order, due and adequate notice having been given to the Court and the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED that:

1. The Settlement Agreement, including the proposed Notice Program and forms of notice to the Class, the appointment of Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis as the Class Representatives, the appointment of Class Counsel, the approval of Kroll Settlement Administration LLC as the Settlement Administrator, the various forms of class relief provided under the terms of the settlement, and the proposed method of distribution of settlement benefits are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing, described below.

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

All living persons residing in the United States whose Private Information was compromised in the Data Incident, including all persons who were sent notice of the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors and officers of Defendants; (b) the Judge(s) assigned to the Action, and any of their immediate family members and Court staff; and (c) any Settlement Class Member who properly opt outs of the Settlement.

3. For purposes of settlement, based on the information provided: the Settlement Class is ascertainable; it consists of approximately 502,606 Class Members, satisfying numerosity; there are common questions of law and fact, including whether Defendants failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially compromised in the Data Incident, satisfying commonality; the proposed Class Representatives' claims are typical in that they are members of the Class and allege that they have been damaged by the same conduct as the other members of the Class; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Class; questions of law and fact common to members of the Class predominate over questions affecting only individual members for settlement purposes; and a class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

4. The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order.

5. The Court appoints Melissa Boober, Russell Sellers, Jr., Michael McClain, Michael Wickett, Louis Molloy, Jamal Phillips, Alex Hall, Colleen Redding, Keirsten Walder, Nicholas DeFlaminis, and Linda DeFlaminis as the Class Representatives.

6. The Court appoints Casondra Turner of Milberg, PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, and William B. Federman of Federman & Sherwood as Class Counsel for the Class.

7. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement and Settlement. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

8. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by the Settlement Administrator mutually.
- b. All Notice and Claims Administration Costs to be paid by the Defendants.
- c. A Court-approved amount for attorneys' fees and costs not to exceed one-third of the total settlement value.
- d. Service Awards to each Class Representative in an amount not to exceed \$2,500 per Class Representative to be as contemplated in the Settlement Agreement.

9. The terms of the Settlement Agreement are fair, reasonable, and adequate, and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law and constitutes Due Process under the U.S. and Maine Constitutions.

12. The deadline for Settlement Class Members to object to or to exclude themselves from the Settlement has passed.

13. _____ Settlement Class Members opted out of this Settlement. The names of those individuals are attached hereto as **Exhibit A**. Those individuals are hereby excluded from the terms of the Settlement, including the release, and shall retain their rights against all Defendants.

14. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

15. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

16. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

17. The Court has reviewed Plaintiffs' request for \$ _____ in attorneys' fees and costs. The Court finds that this request is reasonable and appropriate and is hereby GRANTED. Attorneys' fees shall be paid pursuant to the Settlement Agreement. Class Counsel shall have sole discretion apportioning this award.

18. The Court has reviewed Plaintiffs' request for Service Awards in the amount of \$2,500 per Plaintiff for their work on behalf of the Settlement Class. The Court finds that this request is reasonable and is hereby GRANTED. Service Awards shall be paid pursuant to the terms of the Settlement Agreement.

19. Pursuant to the Settlement Agreement, Defendants and the Settlement Administrator shall implement the Settlement in the manner and timeframe as set forth therein.

20. Pursuant to the Settlement Agreement, Plaintiffs and Settlement Class Members release claims against Defendants and all Released Persons as defined in the Settlement Agreement.

21. The Release shall not include the right of any Settlement Class Member, Plaintiffs' counsel, Class Counsel, or any of the Released Persons to enforce the terms of the Settlement contained in the Settlement Agreement and shall not include the claims of those persons who have timely and validly requested exclusion from the Settlement Class.

22. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendants or any Released Persons with respect to the Released Claims.

23. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Class Representatives, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

24. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims, as defined in the Settlement Agreement.

25. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Class Counsel or any other counsel representing Class Representatives or Settlement Class Members, or any of them, in connection with or related in any manner to the Action, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Awards.

26. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by the Settlement Agreement and the Release, and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Action or the Settlement.

27. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have fully released and forever discharged Class Representatives, the Settlement Class Members, Class Counsel, or any other counsel representing Class Representatives or Settlement Class Members, or any of them, of and from any claims arising out of the facts alleged or claims asserted in the Action, or the Settlement. Any other claims or defenses Defendants or other Released Persons may have against Class Representatives, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Class Representatives or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims are not released, are specifically preserved, and shall not be affected by the preceding sentence.

28. As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the facts alleged and claims asserted in the Action, including any claims arising out of the investigation, defense, or Settlement of the Action.

29. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

30. This Final Order and Judgment resolves all claims against all parties in the Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to file this Final Order and Judgment as the final judgment in this matter.

As of **IT IS SO ORDERED** this ____ day of _____, 2026.

Justice Bruce C. Mallonee
Maine Superior Court

ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)
