

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between Children’s Hospital Medical Center of Akron d/b/a Akron Children’s Hospital (“Defendant”) and (ii) Class Representative¹ John Doe, Individually, and as Next Friend of A.D., B.D., and C.D., Minors, and on behalf of all others similarly situated (“Plaintiff”), both individually and on behalf of the Settlement Class, in the case captioned *John Doe, Individually, and as Next Friend of A.D., B.D. and C.D., Minors, and on Behalf of All Others Similarly Situated v. Children’s Hospital Medical Center of Akron d/b/a Akron Children’s Hospital*, Case No. CV-2024-01-0093, pending in the Court of Common Pleas, Summit County, Ohio (“Litigation”). Defendant and Plaintiff are collectively referred to herein as the “Parties.” The lawsuit is referred to herein as the “Litigation.” This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiff’s Released Claims, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

I. FACTUAL BACKGROUND AND RECITALS

1. The Litigation arises out of Defendant’s alleged implementation and use of third-party analytics tools on its websites, during which Plaintiff alleges that his, the minors’, and the Class’s web usage data, containing personally identifiable information (“PII”), was shared to Facebook and other third-parties allegedly resulting in the invasion of Plaintiff’s and Settlement Class Members’ privacy (defined below as the “Website Usage Disclosure”).

2. On January 5, 2024, Plaintiff filed a class action complaint in the Court of Common Pleas Summit County, Ohio against Defendant for claims arising out of the Website Usage Disclosure alleging (1) breach of confidence, unauthorized disclosure of nonpublic medical information, (2) negligence, (3) negligence per se, (4) invasion of privacy – intrusion upon seclusion, (5) breach of implied contract, (6) unjust enrichment, and (7) interception and disclosure of electronic communications in violation of R.C. §2933.52.

3. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Class Action Complaint, filed on January 5, 2024.

4. Recognizing the risks and continued costs of litigation, the Parties eventually agreed to hold mediation with the respected mediator Michael N. Ungar on December 16, 2024.

5. The Parties were unable to fully settle the matter at the mediation but spent the next several months diligently negotiating, drafting, and finalizing the settlement agreement and notice forms, and coming to an agreement on a claims process and administrator.

6. Now, the Parties have negotiated a settlement.

¹ Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Section III herein entitled “Definitions.”

II. PLAINTIFF'S CLAIMS AND BENEFITS OF THE SETTLEMENT

7. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would carry with it substantial additional risk, uncertainty, discovery efforts, time and expense for the Parties.

8. Defendant denies all claims of wrongdoing or liability that Plaintiff, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the time, expense, risk, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed, or document created in relation to the Settlement Agreement, or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

9. The Parties now enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted a thorough examination of the facts and the law regarding the matters at issue in the Litigation regarding Plaintiff's claims and Defendant's potential defenses, including conducting independent investigation and discovery, conferring with defense counsel on discovery related matters, as well as an assessment of the merits of expected arguments in a motion for class certification. Based on such analyses, Plaintiff and Class Counsel have concluded that a settlement according to the terms set forth below is fair, reasonable and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks and uncertainties associated with litigation and the defenses Defendant may assert; (3) the likelihood that future proceedings (including trial and appeal(s)) will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the Settlement is fair, reasonable, adequate, cost-effective, and will substantially benefit the Settlement Class Members.

10. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, Plaintiff and Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate and in the best interests of the Settlement Class.

11. Defendant has similarly concluded that this Settlement Agreement is desirable in order to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiff and the Settlement Class.

12. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that

the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiff, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

III. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

13. **“Agreement,” “Settlement Agreement,” and “Settlement”** shall mean this Class Action Settlement Agreement and Release (including all exhibits and attachments hereto).

14. **“Approved Claim”** shall mean a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is complete and timely, and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

15. **“Claimant”** means a Settlement Class Member who submits a Claim Form for Settlement Relief.

16. **“Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**, as approved by the Court.

17. **“Claims Deadline”** shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date forty-five (45) days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

18. **“Claims Period”** means the period of time during which Settlement Class Members may submit Claim Forms and shall commence on the Notice Date and shall end on the date forty-five (45) days thereafter.

19. **“Class Member,” or “Settlement Class Member”** shall mean each member of the Settlement Class, defined below.

20. **“Class Counsel”** shall mean Stranch, Jennings & Garvey, PLLC; CohenMalad, LLP; and Strauss Borrelli PLLC.

21. **“Counsel” or “Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.

22. **“Court”** shall mean the Court of Common Pleas of Summit County, Ohio or any judge who is presiding over this Litigation.

23. **“Days”** means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a Federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or Federal legal holiday.

24. **“Defendant”** shall mean Defendant.

25. **“Defendant’s Counsel”** shall mean Christopher G. Dean and Bryan T. Kostura of McDonald Hopkins LLC.

26. **“Effective Date”** means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment or one (1) business day following notice of entry of an order granting final approval of the settlement if no parties have standing to appeal; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment. Further, the Effective Date shall be conditioned on the occurrence of all the following events:

- a) the Court has entered an Order of Preliminary Approval;
- b) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 82;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and,
- d) the Judgment has become Final, as defined in ¶ 31.

27. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel 15 days prior to the deadline for Settlement Class Members to object to or opt-out from the Settlement, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representative.

28. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

29. **“Final”** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

30. **“Final Approval Hearing”** means the hearing before the Court to determine the fairness, reasonableness, and adequacy of the Settlement Agreement pursuant to Ohio Rule of Civil Procedure 42(e) and whether to issue the Final Approval Order. At the Final Approval Hearing, Plaintiff may request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representative.

31. **“Final Approval Order”** shall mean an order, the proposed form of which is attached as **Exhibit E**, entered by the Court without material changes after the Final Approval Hearing that:

- a. Certifies the Settlement Class pursuant to Ohio Rule of Civil Procedure 23(E);
- b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- c. Dismisses Plaintiff’s claims and the Litigation pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- d. Approves the Releases provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- e. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- f. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

32. **“Frequently Asked Questions”** or **“FAQs”** are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

33. **“Litigation”** shall mean the action captioned *John Doe, Individually, and as Next Friend of A.D., B.D. and C.D., Minors and on behalf of all others similarly situated v. Children’s Hospital Medical Center of Akron d/b/a/ Akron Children’s Hospital*, Case No. CV-2024-01-0093, pending in the Court of Common Pleas, Summit County, Ohio.

34. **“Long Form Notice”** is the content of the Notice substantially in the form as **Exhibit B** that will be posted on the Settlement Website and that will include robust details about the Settlement.

35. **“Notice”** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**, which is consistent with the requirements of Due Process. The Notice Deadline in this case will be 30 days after the Court enters the Preliminary Approval Order.

36. **“Notice and Administrative Expenses”** means all of the expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members through Skip Trace, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Relief to Settlement Class Members with Approved Claims. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

37. **“Notice Deadline”** means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after the Court enters the Preliminary Approval Order.

38. **“Objection Deadline”** means the date by which all written objection to this Settlement Agreement or the Application and Motion for (i) the Fee Award and Expenses, and (ii) the Service Awards must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date approximately forty-five (45) days after the Notice Deadline, or such other date as ordered by the Court. This Deadline will also be known as the Objection Date.

39. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be forty-five (45) days after the Notice Deadline and is also referred to as the Exclusion Deadline.

40. **“Participating Settlement Class Member”** means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

41. **“Parties”** shall mean Plaintiff and Defendant, collectively.

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

43. **“Plaintiff”** or **“Class Representative”** shall mean the named Plaintiff and class representative.

44. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

45. **“Related Entities”** means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Defendant’s predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes,

without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to any such charge.

46. **“Released Claims”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

47. **“Released Persons”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

48. **“Releasors”** shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

49. **“Service Award”** shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Awards requested in this matter will be subject to court approval.

50. **“Settlement Administrator”** means Angeion Group, a qualified third-party administrator and agent agreed to by the Parties, to administer the Settlement, including providing the Notice, as supervised by Class Counsel and Defendant, subject to the Court’s approval.

51. **“Settlement Class”** means, “All Ohio citizens whose Private Information was disclosed by Defendant to third parties through the Meta Pixel and similar technology without authorization.” Specifically excluded from the Settlement Class are: (1) the Judge presiding over this Litigation, and members of her direct family and court personnel in this case and their immediate families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. The Parties shall ask the Court in the Final Approval Order to deem the class definition in Plaintiff’s Consolidated Amended Class Action Complaint amended to conform to this definition.

52. **“Settlement Class List”** means a list of each Settlement Class Member’s full name, current or last known address, and current or last known email address, to the extent available, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order and the Settlement Administrator’s and Class Counsel’s execution of a confidentiality and non-disclosure agreement.

53. **“Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

54. **“Settlement Relief”** means the benefits outlined in Section IV to be distributed by the Settlement Administrator and paid by Defendant.

55. **“Settlement Website”** means an Internet website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-D** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a Claim, Objection, Exclusion requests, and the date of the Final Fairness Hearing. The Settlement Website is viewed as an important piece of the Notice to Class Members. The Settlement Website will remain active until ninety (90) days after the Effective Date.

56. **“Short Form Notice”** is the postcard notice that will be mailed to each available Settlement Class Member. Short Form Notice will include a copy of the Claim Form, in the same or substantially similar form as **Exhibit A** hereto.

57. **“Unknown Claims”** means any of the Released Claims that any Class Member, including any Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff expressly shall have, and each of the other Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by Cal. Civ. Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to Cal. Civ. Code § 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.

Class Members may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

IV. **SETTLEMENT BENEFITS AND ADMINISTRATION**

58. **Settlement Class:** The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement or the Effective Date does not occur, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

59. **Settlement Relief:** The Settlement Administrator will agree to make the following benefits available to Settlement Class Members who submit valid and timely claim forms. Defendant shall pay for all Settlement Relief, Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties' Counsel, if they dispute the Settlement Administrator's initial determination.

- a. **Monetary Compensation.** Class Members may submit a Claim entitling them to a one-time payment of \$19.00.
- c. **Identity Theft Protection and Credit Monitoring.** Class Members may submit a Claim to accept two years of IDX Identity Protection Services. The services shall provide for valid claims: one-bureau credit monitoring and alerts, CyberScan Dark Web monitoring, \$1,000,000 identity theft insurance, lost wallet assistance, and fully managed identity restoration and member advisory services.
- d. **Injunctive Relief.** The Parties agree that the terms of the injunctive relief include that ACH has removed pixels from its public facing website. Further, ACH will not use Pixels on its Patient Portal or on any forms located on its public facing website. Notwithstanding the foregoing, the Parties understand and agree that ACH may freely use HIPAA-compliant third-party companies and tools for any analytics functions subject to an appropriate Business Associate Agreement and may use pixels that are necessary for website functionality.

60. **Settlement Administration:**

- a. **Submission of Claims:** To be considered valid, completed Claim Forms (the blank form is attached hereto as **Exhibit C**) must be submitted by the Claims Deadline either online through the Settlement Website or via U.S. Mail to a P.O. Box maintained by the Settlement Administrator.
- b. **Evaluation of Claims:** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has timely provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the assertion that they utilized the Defendant's website during the class period.

- c. **Claim Supplementation:** Where a claim is initially deemed, in whole or in part, incomplete or invalid, the Settlement Administrator shall request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require in order to evaluate the claim. Requests for Claim Supplementation shall be made within thirty (30) days of the Claims Deadline. Claimants shall have thirty (30) days to cure the defect before the Settlement Administrator rejects the claim. The Settlement Administrator's review will be limited to a determination of whether the claim is complete and plausible. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Class Member shall be so notified. No notification is required for late-posted claims.
- d. **Dispute Resolution:** For any claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those claims to the Settling Parties (one Plaintiff's lawyer shall be designated to fill this role for Plaintiff). The decision of the Settling Parties will be the final resolution.

61. **Settlement Administration Fees:** All costs for notice to the Settlement Class as required under Section V and Costs of Settlement Administration under Section VI shall be paid by Defendant.

62. **Timing of Relief to Valid Claimants:** After the Court enters a Final Approval Order, and the Effective Date has passed, the Settlement Administrator shall provide the requested relief to all Settlement Class Members that made a valid claim, subject to the procedure set forth herein. Relief shall be distributed to Valid Claimants within thirty (30) days of the Effective Date or (30) days of the date all Claims are resolved, whichever is later.

63. **Liability of the Parties:** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of settlement relief; (iii) the formulation, design or terms of the disbursement of the settlement relief; (iv) the determination, administration, calculation or compensation for any claims asserted; (v) any losses suffered by or fluctuations in the value of settlement relief; or (vi) the payment or withholding of any taxes and tax-related expenses.

V. **SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

64. **Notice.** Within seven (7) days after the date of the Preliminary Approval Order and the Settlement Administrator's and Class Counsel's execution of a confidentiality and non-disclosure agreement, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Class List shall include the most current names, addresses, phone numbers, and email addresses of all Settlement Class Members, to the extent they are known to Defendant. Within thirty (30) days after the date of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. The Short Form Notice as approved by the Court shall be disseminated via U.S. mail to all Settlement Class Members. The Settlement Administrator shall also create and maintain a Settlement Website providing access to the Short Form Notice, Long Form Notice, relevant court filings, an FAQ section; a Toll-Free

Help Line; a designated and monitored settlement email address; and a designated and monitored PO Box. The process to issue Notice as described in this paragraph shall constitute the “Notice Plan.”

65. **Final Approval Hearing.** The Notice (Short Form attached hereto at **Exhibit A**; Long Form attached hereto at **Exhibit B**) must set forth the time and place of the Final Approval Hearing (subject to change) if known at the time of Notice and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with ¶ 67 waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

66. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator no later than the Opt-Out Deadline. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. The Request for Exclusion must include the name of the proceeding by case name, *John Doe v. Children’s Hospital Medical Center of Akron d/b/a/ Akron Children’s Hospital*, Case No. CV-2024-01-0093, the individual’s full name, current address and telephone number, personal signature, and the words “Request for Exclusion” or a comparable statement to the effect of, “I/We hereby request to be excluded from the proposed Settlement Class in *John Doe v. Children’s Hospital Medical Center of Akron d/b/a/ Akron Children’s Hospital*, Case No. CV-2024-01-0093.” The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. If any Person requests to be excluded but also submits a timely Claim Form, the Request for Exclusion will be null and void and the Person will be deemed to have submitted only a Claim Form.

67. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceeding; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection that the Settlement Class Member desires the Court to consider; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. Any objector who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Litigation or in any other action or proceeding. If any Person requests to be excluded but also submits a timely objection, the Request for Exclusion will be null and void and the Person will be deemed to have submitted only an objection.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

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

- a. Under the supervision of the Court, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective and timely manner, and calculate Settlement Relief in accordance with this Agreement.
- b. Obtaining the Settlement Class List solely for the purpose of disseminating Notice to Settlement Class Members;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail or email to address on record;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within (3) business days;
- g. Responding to any mailed or emailed Settlement Class Member inquiries within 5 business days;
- h. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;
- i. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Defendant's Counsel a copy thereof no later than seven (7) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- j. Providing regular status updates to Class Counsel and Defendant's Counsel pertaining to notice rates, claims submissions, categorization and description of Claim Forms rejected, requests for exclusion, and objections;

- k. After the Effective Date, processing and transmitting Settlement Relief to Settlement Class Members;
- l. Providing periodic reports to Class Counsel and Defendant's Counsel that include information regarding the dissemination of Settlement Relief, undeliverable information, and any other requested information relating to Settlement Relief. The Settlement Administrator shall also, as requested by Class Counsel or Defendant's Counsel and from time to time, provide the amounts of payments and other relief (as outlined in Paragraph 59) granted;
- m. Upon request, providing Class Counsel and Defendant's Counsel with other such information concerning Notice, administration, and implementation of the Settlement;
- n. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion;
- o. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Class Counsel or Defendant's Counsel, including, but not limited to, verifying that Settlement Relief has been distributed;
- p. Maintaining reasonably detailed records of its activities under this Agreement as well as all such records as required by applicable law in accordance with its business practices (such records will be made available to Class Counsel and Defendant's Counsel upon request);
- q. Providing reports and other information to the Court as the Court may require;
- r. Making available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice; and
- s. Cooperating with any audit by Class Counsel or Defendant's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

69. **Requests for Additional Information.** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Participating Settlement Class Member.

70. **Timing of Settlement Benefits.** The Settlement Administrator shall comply with the terms and conditions of this Agreement herein and shall timely distribute all Settlement Relief

contemplated in this Agreement within ninety (90) days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

75. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all other purposes.

76. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

77. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order of this Settlement, to be issued following the Final Approval Hearing, within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and within twenty-eight (28) days before the Final Approval Hearing. The Parties will ask the Court in the Final Approval Order to deem the class definition in Plaintiff's Consolidated Amended Class Action Complaint amended to conform to the definition of Settlement Class, as defined in ¶ 51.

78. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

79. **Judgment.** This Settlement Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Settlement Agreement and among other things shall:

- a. Deem the class definition in the Plaintiff's Consolidated Amended Class Action Complaint amended to conform with the definition of Settlement Class as defined in ¶ 51;
- b. Dismiss the Litigation with prejudice and without costs, except as contemplated by this Agreement;

- c. Decree that neither the Judgment nor this Settlement Agreement constitutes an admission by the Defendant of any liability or wrongdoing whatsoever;
- d. Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;
- e. Release each Released Party from any and all Released Claims;
- f. Determine that this Settlement Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and
- g. Preserve the Court's continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendant and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties, but without affecting the finality of the Judgment.

VIII. MODIFICATION AND TERMINATION

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

81. **Settlement Not Approved.** If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

82. **Termination.** Defendant may also unilaterally terminate this Agreement on seven (7) days written notice to Class Counsel if more than the agreed-upon number of individuals (more than 3,500 Class Members) submit valid Requests for Exclusion, as agreed to by the Parties and as communicated to the Court *in camera*.

83. **Effect of Termination.** In the event that a party exercises his/her/its option to withdraw from, rescind, revoke, and/or terminate this Agreement pursuant to any provision, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred by the Settlement Administrator for costs of Notice to the Class and Claims Administration, except that each Party shall bear its own attorneys' fees and costs.

IX. RELEASES

84. Upon Final Approval of this Settlement Agreement, Settlement Class Members release, acquit, and forever discharge Defendant and its Related Entities, including but not limited to any past or present agents, subsidiaries, parents, and affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, attorneys, representatives, predecessors, successors, insurers (including excess insurers and reinsurers), sureties ("Released Persons"), and/or subrogees and assigns of any of the foregoing from any and all Released Claims. "Released Claims" shall collectively mean any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any law (including federal law, state law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, monetary or nonmonetary, that either have been asserted, or could have been asserted, by any Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Website Usage Disclosure. Released Claims shall include Unknown Claims as defined in ¶ 61. Released Claims shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from the Class.

85. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

86. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

87. **Release.** Upon the Effective Date, the Parties, their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged each other from the Released Claims.

88. **Bar to Future Suits.** Upon entry of the Final Approval Order, the Settlement Class Representative and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against the Settlement Class Representative and Class Counsel or based on any actions taken by the Settlement Class Representative and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section IX.

X. ATTORNEYS' FEES, COSTS, & SERVICE AWARD PAYMENT

89. **Attorneys' Fees, Costs, and Service Fee.** At least fifteen (15) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for the Fee Award and Expenses and for an award of a Service Award payment for the Settlement Class Representative, to be paid to plaintiff's counsel in an amount not to exceed \$662,500.00 for the Fee Award and Expenses and not to exceed \$2,500.00 for the Service Award to Plaintiff. Prior to the disbursement or payment of the Fee Award and Expenses and Service Award under this Agreement to the IOLTA trust account of CohenMalad, LLP, Class Counsel shall provide to Defendant's Counsel a properly completed and duly executed IRS Form W-9. The Fee Award and Expenses and Service Award shall be paid by the Defendant, in the amount approved by the Court, via wire transfer, no later than fourteen (14) calendar days after the Effective Date. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Expenses amongst themselves. Defendant shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

90. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Attorneys' Fees, Costs and Service Award Payments in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount

of the Attorneys' Fees, Costs, and Expenses shall constitute grounds for termination of this Agreement.

XI. NO ADMISSION OF LIABILITY

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

92. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement is or may be:

- a. deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim, assertion, or fact made by Plaintiff;
- b. deemed to be, or may be used as, an admission of, or evidence of, any negligence, fault, wrongdoing, omission, assertion, or fact by Defendant in the Action or in any proceeding in any court, administrative agency, or other tribunal; or
- c. described as or construed against the Released Parties, Plaintiff, or any Settlement Class Members as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been awarded to said Plaintiff or the members of the Settlement Class after trial.

XII. MISCELLANEOUS

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

94. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. Each of the Parties to this Settlement Agreement acknowledges that no other Party to this Settlement Agreement, nor any agent or attorney of any such party, has made any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement to induce either party to execute this Settlement Agreement. Neither Party is relying on the other Party or their agents or attorneys and rather each Party decided to resolve the dispute in their own independent determination and judgment. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of Notice to the Settlement Class.

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

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

97. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Settlement Agreement on the schedule set by the Court, subject to the terms of this Settlement Agreement.

98. **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 in good faith prior to seeking Court intervention.

99. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Ohio, without regard to the principles thereof regarding choice of law.

100. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

101. **Severability.** The waiver or breach by one Party of any provision of this Settlement Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

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

103. **Taxability.** Defendant does not make and has not made any representations regarding the taxability of any Settlement Benefit, Fee Award, and/or any other payments made pursuant to this Agreement. Plaintiff, the Class Representative, and Class Counsel (on behalf of themselves and the Settlement Class Members) represent that that they have not relied upon any representation of any of the Defendant or their attorneys or the Settlement Administrator on the subject of taxability of any consideration provided under this Agreement. Plaintiff, the Class Representative, and Class Counsel (on behalf of themselves and the Settlement Class Members) understand and expressly agree that any income or other tax, including any interest, penalties or other payment obligations ultimately determined to be payable from or with respect to any settlement benefit, Fee Award, and/or any other payments made pursuant to this Agreement, as well as any state or federal reporting obligations imposed on them arising therefrom or attributable thereto, shall not be Defendant’s responsibility.

104. **Dollar Amounts.** All dollar amounts are in United States dollars, unless otherwise expressly stated.

105. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com
amize@stranchlaw.com

Lynn A. Toops
COHEN & MALAD, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenandmalad.com

Samuel J. Strauss
Raina Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago, Illinois 60611
sam@straussborrelli.com
raina@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to Christopher Dean and Bryan Kostura per their contact information below:

Christopher G. Dean
Bryan T. Kostura
MCDONALD HOPKINS LLC
600 Superior Avenue, Suite 2100
Cleveland, Ohio 44114
cdean@mcdonaldhopkins.com
bkostura@mcdonaldhopkins.com

The notice recipients and addresses designated above may be changed by written notice.

106. **Authority.** Each signatory to this Settlement Agreement represents and warrants (i) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (ii) that the

execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Settlement Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

Signed by:
 By: Bryan T. Kostura
 Christopher G. Dean
 Bryan T. Kostura
 Counsel for Defendant

Date: 7/9/2025

By: Christopher Leaver
 Children's Hospital Medical Center of Akron
 d/b/a Akron Children's Hospital
 Defendant

Date: 7/7/2025

DocuSigned by:
 By: Lynn A. Toops
 J. Gerard Stranch, IV
 Lynn A. Toops
 Samuel J. Strauss
 Raina Borrelli
 Counsel for Plaintiff and the Settlement Class

Date: 7/9/2025

By: _____
 John Doe
 Plaintiff

Date: _____

execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (iii) that this Settlement Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid and binding obligation.

By: _____
Christopher G. Dean
Bryan T. Kostura
Counsel for Defendant


Date: _____

By: _____
Children's Hospital Medical Center of Akron
d/b/a Akron Children's Hospital
Defendant

Date: _____

By: _____
J. Gerard Stranch, IV
Lynn A. Toops
Samuel J. Strauss
Raina Borrelli
Counsel for Plaintiff and the Settlement Class

Date: _____

By:  _____
John Doe
Plaintiff

Date: 07 / 11 / 2025

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendant provides list of Settlement Class Members to the Settlement Administrator	+7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	+30 days after Preliminary Approval
Notice Deadline	+30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	-14 days prior to the Objection Deadline and Opt-Out Deadline
Objection Deadline	+45 days after Notice Deadline
Opt-Out Deadline	+45 days after Notice Deadline
Claims Deadline	+45 days after Notice Deadline
Settlement Administrator Provide List of Objections/Exclusions to Counsel	+7 days after deadline for Opt-Out
<u>Final Approval Hearing</u>	
	+120 days after Preliminary Approval Order, or any date thereafter convenient for the court
Motion for Final Approval	-28 Days before Final Approval Hearing
<u>Final Approval</u>	
Effective Date	+1 day after all conditions met pursuant to ¶ 26
Payment of Attorneys' Fees and Expenses Class Representative Service Award	+14 days after Effective Date
Distribution of Settlement Relief	+90 days after the Effective Date, or +90 days after all Claims are resolved, whichever is later
Settlement Website Deactivation	+90 days after the Effective Date