

# Exhibit 1

**INDIANA COMMERCIAL COURT**

STATE OF INDIANA	)	IN THE MARION SUPERIOR COURT 1
	) SS:	
COUNTY OF MARION	)	CAUSE NO. 49D01-2305-PL-020792
 BRIAN ELKINS, and ANNIE ELKINS,	)	
Individually, and on behalf of all others	)	
similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
BARTHOLOMEW COUNTY PUBLIC	)	
HOSPITAL d/b/a COLUMBUS	)	
REGIONAL HEALTH	)	
	)	
Defendant.	)	

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among:

(i) Plaintiffs, Brian and Annie Elkins, Ginger Duncan, Myra Hurt, and Greg Allman (“Named Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Bartholomew County Public Hospital d/b/a Columbus Regional Hospital (“Defendant”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

A. Plaintiffs Brian and Annie Elkins originally filed a putative class action on May 23, 2023, in the Marion County Superior Court, Indiana. After Defendant removed the case, the

Southern District of Indiana remanded it to Marion County. On December 12, 2024, Plaintiffs Ginger Duncan and Myra Hurt filed a similar complaint in Marion County Superior Court, and amended their complaint on February 5, 2025, to include Plaintiff Gregory Allman. The material allegations of both now-operative Complaints center on Defendant's alleged disclosure of its patients' personally identifiable information ("PII") and/or protected health information ("PHI") to Meta, colloquially known as Facebook, and other third-party technology companies without permission. The Named Plaintiffs asserted claims against Defendant for: (1) negligence; (2) negligence per se; (3) invasion of privacy—intrusion upon seclusion; invasion of privacy—public disclosure of private facts; (5) breach of implied contract; (6) unjust enrichment; (7) breach of fiduciary duty; and (8) violation of the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 to 12.

**B.** The Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation with Hon. Heather Welch (Ret.) of Judicial Arbitration and Mediation Services ("JAMS"), a well-respected mediator and retired judge of the Indiana Commercial Court.

**C.** As part of the mediation, and in order to competently assess their relative positions, the Parties exchanged formal discovery and mediation briefing, including issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. The Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

**D.** The mediation took place in-person on November 7, 2025, at the offices of Cohen & Malad in Indianapolis, Indiana, and through negotiating in good faith, the Parties reached agreement on all material terms of a class action settlement.

**E.** Defendant denies any wrongdoing whatsoever and disputes that it committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged

in the Actions and believes it would have prevailed at a pending interlocutory appeal that the trial court certified in the *Duncan* case, summary judgment, and/or trial. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it, shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

F. Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Actions against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Actions pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant, by and through their respective undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the

Agreement set forth herein, that the Actions and the Released Claims shall be finally and fully compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

### 1. DEFINITIONS.

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

**1.1 “Actions”** means the two separate but related lawsuits, *Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a Columbus Regional Hospital*, No. 49D01-2305-PL-020792 (the “*Elkins*” case) and *Ginger Duncan, et al. v. Bartholomew County Public Hospital d/b/a Columbus Regional Hospital*, No. 49D01-2412-PL-056314 (the “*Duncan*” case), both of which are pending in the Marion County Superior Court.

**1.2 “Approved Claim”** means a claim submitted by a Settlement Class Member that the Settlement Administrator determines is timely and valid.

**1.3 “Claims Deadline”** means 120 days after the Notice Date.

**1.4 “Class Counsel”** means Lynn Toops and Amina Thomas of Cohen & Malad LLP, J. Gerard Stranch IV and Andrew Mize of Stranch, Jennings & Garvey PLLC, and Samuel Strauss and Raina Borrelli of Strauss Borrelli, PLLC.

**1.5 “Class Representative”** means the named Plaintiffs in this Actions, Brian and Annie Elkins, Ginger Duncan, Myra Hurt, and Greg Allman.

**1.6 “Court”** means the Marion County Superior Court and the Judge presiding over the Actions.

**1.7 “Date of Execution of the Settlement Agreement”** means the first date on which this Agreement has been signed by all Parties, as indicated on the signature page.

**1.8 “Defendant”** means Bartholomew County Public Hospital d/b/a Columbus Regional Hospital.

**1.9 “Defendant’s Counsel”** means Matt Albaugh, Vivek Hadley, and Christine Walsh of Taft Stettinius & Hollister LLP.

**1.10 “Effective Date”** means the date specified in Paragraph 9.1.

**1.11 “Email Notice”** means the notice to be provided to the Settlement Class via email in materially the same form and substance as in Exhibit A, or as otherwise ordered by the Court.

**1.12 “Exclusion Deadline”** means the date by which a written request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court

**1.13 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant.

**1.14 “Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals—other than an appeal or appeals solely with respect to the Fee Award or Incentive Award—the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (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 or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying or reversing any Fee Award or Incentive Award, or appeal solely thereof, made in this

case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

**1.15 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representatives. The hearing may be held remotely, and if so, access instructions will be posted on the Settlement Website.

**1.16 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, the Parties’ Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program.

**1.17 “Incentive Award”** means the monetary payment that Defendant shall pay to Plaintiffs as further described in Section 8.3.

**1.18 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Indiana Trial Court Rule 23, and is substantially in the form of **Exhibits A** and **B** hereto.

**1.19 “Notice Date”** means the date by which the initial Direct Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

**1.20 “Notice Plan”** means the method and manner in which the Settlement Class shall be informed of this Settlement, as well as the required details thereof, as detailed in Section 4.

**1.21 “Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date, or such other date as ordered by the Court.

**1.22 “Party” or “Parties”** means Plaintiffs, the Settlement Class, and Defendant.

**1.23 “Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, 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 spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.24 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.25 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

**1.26 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released

Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Defendant's alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta Pixel or other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendant's use of the Meta Pixel and/or any other tracking, analytics and/or advertising technologies related to the Settlement Class Members. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant, if any.

**1.27 "Released Parties"** means Defendant, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.28 "Releasing Parties"** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.29 “Settlement Administration Expenses”** means the costs and expenses billed by the Settlement Administrator for providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant.

**1.30 “Settlement Administrator”** means Simpluris or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

**1.31 “Settlement Class”** means the 20,763 individuals whose PII and PHI was disclosed by Defendant to third parties as a result of the use of the Meta Pixel or other tracking, analytics and/or advertising technologies, as identified on the Class List. Excluded from the Settlement Class are: (1) any Judge presiding over these Actions, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

**1.32 “Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.33 “Settlement Website”** means a website, referenced in Section 4.1(c), to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members all important documents as agreed by the Parties and all important dates that Class Members should be aware of. This includes the operative complaint, all notice forms, this Agreement, the Court order granting

preliminary approval, and Plaintiffs' motions for fees and final approvals. The important dates must include the deadlines to submit claims, opt out of the Settlement, and to object to the Settlement. Moreover, the Settlement Website must prominently display the date, time, and location of the final approval hearing. The Settlement Website shall be deactivated one hundred and twenty (120) days after the Effective Date.

**1.34 “United States”** as used in this Settlement Agreement means the United States of America and includes the fifty states, the District of Columbia, and all territories of the United States of America.

**1.35 “Unknown Claims”** means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to and/or participate in the Settlement. Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction

outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may 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 this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

**1.36 “Website Notice”** means the notice to be provided to the Settlement Class via the Settlement Website in materially the same form and substance as in Exhibit B and as further provided for in Section 4.1(c), or as otherwise ordered by the Court.

## **2. SETTLEMENT RELIEF.**

**2.1 Payments to Settlement Class Members.** Defendant will pay or cause to be paid the following: (i) Automatic availability of the CyEx Privacy Shield Pro product; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3; (iii) the Settlement Administration Expenses actually incurred by the Settlement Administrator as described in Paragraphs 4 and 5; (iii) the Fee Award, as described in Paragraph 8.1; and (iv) any Incentive Award to the Plaintiffs, as may be ordered by the Court and as described in Paragraph 8.3.

**2.2 Schedule of Payments.** Defendant will also make payments in accordance with the following schedule:

**(a) *Settlement Administration Expenses.*** An amount for Settlement Administration Expenses, as defined above, to be paid within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing.

(b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to be paid as described at Paragraph 8.2.

(c) *Incentive Award.* An amount equal to \$5,000.00 per Plaintiff (for a total payment of \$25,000) or as ordered by the Court, to be paid to each Plaintiff as described at Paragraph 8.3.

(d) *Payment of Approved Claims.* An amount equal to \$25.50 multiplied by the number of Approved Claims, which amount is to be paid within the latter of (i) fourteen (14) days after entry of the Final Approval Order or (b) thirty (30) days after receiving the total amount of Approved Claims from the Settlement Administrator.

(e) *Instructions for CyEx Privacy Shield Pro.* Instructions for how to enroll in the CyEx Privacy Shield Pro product will be sent to Class Members within thirty (30) days of the entry of the Preliminary Approval Order.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to automatically receive a code for redeeming the CyEx Privacy Shield Pro product and may submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class member may submit a claim for a cash payment of \$25.50.

**2.3.a.1 Method of Payment.** Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

**2.3.a.2 Payment Date.** Cash payments for Approved Claims will be paid thirty (30) days after the funding as set forth in Section 2.2 (d) above.

(b) *CyEx Privacy Shield Pro*. Each Settlement Class member will automatically receive a code in their Notice which provides the ability to enroll in one year of CyEx Privacy Shield Pro, which includes the following features: Data Broker Opt Out services to remove PII from the data broker market; a Virtual Private Network providing military-grade encryption for users' internet access; and Private Search services using an anonymous search engine.

**2.3.b.1 Enrollment.** Instructions for how to enroll in the CyEx Privacy Shield Pro product will be sent within thirty (30) days of the entry of the Preliminary Approval Order. The instructions must include the code for enrollment.

**2.3.b.2 Enrollment into the CyEx Privacy Shield Pro product may be combined with a claim for cash payment on the same Claim Form.**

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. Each Claim Form must be (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Cash Benefit – Uncleared Checks.** Cashing a settlement check (or successfully receiving a Venmo, PayPal, or Zelle payment) is a condition precedent to any Settlement Class

Member's right to receive cash settlement benefits. Those Settlement Class Members whose cash benefit checks are not cleared (or who have not successfully received a Venmo, PayPal, or Zelle payment) within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members; provided, however, that within thirty (30) days thereafter the Settlement Administrator must pay an amount equal to the uncleared checks on a cy pres basis and pursuant to Indiana Trial Rule 23(F) as follows: 50% to the Indiana Bar Foundation to support the activities and programs of the Coalition for Court Access; and the remainder to United Way of Central Indiana.

**3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Actions and any and all Released Claims, as against all Released Parties.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

**4. NOTICE TO THE SETTLEMENT CLASS.**

**4.1** The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than seven (7) days after the Date of Execution of the Settlement Agreement, Defendant shall produce to the Settlement Administrator an electronic list from their records that includes the names and email addresses, to the extent available and excluding duplicates, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit A**, along with an electronic link to submit a claim, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where feasible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice. If a second e-mail is not able to be sent or bounces back, the Settlement Administrator shall send a postcard notice to the Settlement Class Member, at the last known address as provided by Defendant, containing the same information as in the emailed notice and formatted in a manner to prevent revealing on its outside portions that the Settlement Class Member may have been a patient of Defendant.

(c) *Settlement Website.* On or before the Notice Date, Notice shall be provided on a website at a URL approved by Class Counsel and Defendant's Counsel, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file

claims on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit B** hereto.

(d) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time to time contact Settlement Class Members to provide information about the Settlement Agreement and to answer any questions Settlement Class Members may have about the Settlement Agreement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either

personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

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

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) their name, current address, telephone number, and unique ID; 2) a signature; 3) the name and number of the case; and 4) a statement that they wish to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid unless the parties agree to treat it as valid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement

Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than seventy-five (75) days after the date of entry of the Preliminary Approval Order.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely enroll in the CyEx Privacy Shield Pro product or submit a claim shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Actions and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.8** No Person shall have any claim against the Settlement Administrator, Defendant, Defendant’s Counsel, Plaintiffs’ Counsel and/or the Class Representatives based on distributions of benefits to Settlement Class Members.

**4.9** No public out-of-court statements will be made about the Settlement by Class Counsel, the Class Representative, Defendant or Defendant’s Counsel other than through the agreed content to be posted on the Settlement Website. Nothing in this Settlement Agreement shall be interpreted to prevent Class Counsel from informing or advising Class Members about the terms of, or their rights under, the Settlement Agreement.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and

timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the deactivation of the Settlement Website in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel with the final listing to be provided no later than ten (10) days following the Exclusion Deadline;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including, without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(e) Deliver to the Parties' counsel in a reasonable and timely manner, but in no event later than sixteen (16) days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), and all objections (valid and invalid); and confirm in writing its completion of the administration of the Settlement.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the Settlement Administrator shall decide.

**5.4** 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 Settlement Class Member.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in these Actions in any material respect; or (iv) the date upon which the Final Judgment (or, if applicable, the Alternative Judgment) is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

**6.2** Subject to Paragraphs 9.1-9.3, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days after the last day on which Settlement Class Members may submit a Request for Exclusion if more than fifty (50) of the total Settlement Class Members exercise their right to opt out of the Settlement.

**6.3** The Parties agree that the Court’s failure to approve, in whole or in part, the attorneys’ fees payment to Class Counsel and/or the Incentive Award set forth in Paragraph 8 shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys’ fees, expenses, or Incentive Award are to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness and adequacy of the Settlement.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for

Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Direct Notice and Website Notice forms for dissemination substantially in the form of **Exhibits A and B** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Court's order and the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided for herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of

the Settlement Class, or in support of an argument for certifying any class for any purpose related to these Actions or any other proceeding.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement as set forth herein.

**7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, the Settlement Class, and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Indiana Rules of Civil Procedure, the Due Process Clause of the United States and Indiana Constitutions, and the Rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Actions (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

**8.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed five-hundred and seventy-seven thousand dollars and no cents (\$577,000.00). Class Counsel will petition the Court for an award of such attorneys' fees no later than fifteen (15) days before the Objection Deadline, and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph.

Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

**8.2** The Fee Award shall be payable within seven (7) days after the date of entry of the Final Approval Order. Class Counsel will provide all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Defendant by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Defendant.

**8.3** Subject to Court approval, the Class Representatives will be paid an Incentive Award by the Defendant, in addition to enrollment in the CyEx Privacy Shield Pro product pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Plaintiffs will request incentive awards of \$5,000.00 per Plaintiff (for a total payment of \$25,000). Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as an Incentive Award for the Class Representative. Such award will be paid by Defendant (in the form of a check to the Class Representative that is sent to the care of Class Counsel) within seven (7) days after the date of entry of the Final Approval Order.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) The time to appeal has been exhausted and Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Actions as of the date of the signing of this Agreement. In such event, any Final Judgment or

other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Actions as if this Agreement had never been entered into.

**10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** Defendant agrees to move the Indiana Court of Appeals to stay the interlocutory appeal in the Duncan case (the "Interlocutory Appeal") pending Final Judgment. If the Indiana Court of Appeals refuses to extend the stay such that Defendant's appellate rights are prejudiced, the Defendant shall have the right, but not the obligation, in its sole discretion, to proceed with the Interlocutory Appeal.

**10.3** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them against the Released Parties.

**10.4** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to

the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.5** Whether or not the Effective Date occurs, or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Actions, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,

good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Actions would have exceeded or would have been less than any particular amount.

**10.6** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.7** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.8** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.9** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified

only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**10.10** Except as otherwise provided herein, each Party shall bear its own costs.

**10.11** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

**10.12** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.13** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.14** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.15** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

**10.16** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

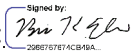
**10.17** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm’s-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.18** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Lynn Toops and Amina Thomas, Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, 46204; and Matt Albaugh, Taft Stettinius & Hollister LLP. One Indiana Square, Suite 3500, Indianapolis, IN 46204.

**IT IS SO AGREED TO BY THE PARTIES:**

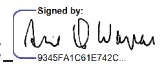
Dated: 2/23/2026

**BRIAN ELKINS**

By:  \_\_\_\_\_  
Brian Elkins, individually and as the representative of the Settlement Class

Dated: 2/20/2026

**ANNIE ELKINS**

By:  \_\_\_\_\_  
Annie Elkins, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**GINGER DUNCAN**

By: \_\_\_\_\_  
Ginger Duncan, individually and as the representative of the Settlement Class

**10.16** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

**10.17** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.18** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Lynn Toops and Amina Thomas, Cohen & Malad, LLP, One Indiana Square, Suite 1400, Indianapolis, Indiana, 46204; and Matt Albaugh, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_

**BRIAN ELKINS**

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

Brian Elkins, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**ANNIE ELKINS**

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

Annie Elkins, individually and as the representative of the Settlement Class

Dated: 02 / 23 / 2026


**GINGER DUNCAN**

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

Ginger Duncan, individually and as the representative of the Settlement Class

Dated: 03 / 20 / 2026

**MYRA HURT**

By: 

Myra Hurt, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**GREG ALLMAN**

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

Greg Allman, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**COLUMBUS REGIONAL HOSPITAL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

**COHEN & MALAD, LLP**

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

Lynn A. Toops (No. 26386-49)

**COHEN & MALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, Indiana 46204

(317) 636-6481

[ltoops@cohenmalad.com](mailto:ltoops@cohenmalad.com)

J. Gerard Stranch, IV (Pro Hac Vice forthcoming)

Andrew E. Mize (Pro Hac Vice forthcoming)

**STRANCH, JENNINGS & GARVEY, PLLC**

The Freedom Center

223 Rosa L. Parks Avenue, Suite 200

Nashville, Tennessee 37203

(615) 254-8801

(615) 255-5419 (facsimile)

[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

[amize@stranchlaw.com](mailto:amize@stranchlaw.com)

Samuel J. Strauss

Dated: \_\_\_\_\_

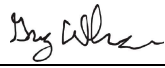
**MYRA HURT**

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

Myra Hurt, individually and as the representative of the Settlement Class

Dated: 03 / 20 / 2026

**GREG ALLMAN**

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

Greg Allman, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**COLUMBUS REGIONAL HOSPITAL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

**COHEN & MALAD, LLP**

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

Lynn A. Toops (No. 26386-49)

**COHEN & MALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, Indiana 46204

(317) 636-6481

[ltoops@cohenmalad.com](mailto:ltoops@cohenmalad.com)

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[gstranch@stranchlaw.com](mailto:gstranch@stranchlaw.com)

[amize@stranchlaw.com](mailto:amize@stranchlaw.com)

Samuel J. Strauss

Dated: \_\_\_\_\_

**MYRA HURT**

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

Myra Hurt, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**GREG ALLMAN**

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

Greg Allman, individually and as the representative of the Settlement Class

Dated: \_\_\_\_\_

**COLUMBUS REGIONAL HOSPITAL**

By: Raymond Lee Kiser, MD

Name: Raymond Lee Kiser, MD

Title: Executive VP & Chief Medical Officer

**IT IS SO STIPULATED BY COUNSEL:**

Dated: 2/23/2026

**COHEN & MALAD, LLP**

By: Lynn Toops

Lynn A. Toops (No. 26386-49)

**COHEN & MALAD, LLP**

One Indiana Square, Suite 1400

Indianapolis, Indiana 46204

(317) 636-6481

ltoops@cohenmalad.com

J. Gerard Stranch, IV (Pro Hac Vice forthcoming)

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gstranch@stranchlaw.com

amize@stranchlaw.com

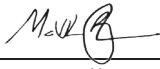
Samuel J. Strauss

Raina Borrelli  
**STRAUSS & BORRELLI PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
(872) 263-1100  
sam@straussborrelli.com  
raina@straussborrelli.com

*Counsel for Plaintiffs and the Settlement Class*

Dated: 03-27-2026

**TAFT STETTINIUS & HOLLISTER LLP**

By:   
\_\_\_\_\_  
Matthew T. Albaugh (No. 23293-49)  
Vivek R. Hadley  
Christine A. Walsh  
**TAFT STETTINIUS & HOLLISTER LLP**  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204  
Phone: (317) 713-3500  
Facsimile: (317) 713.3699  
[malbaugh@taftlaw.com](mailto:malbaugh@taftlaw.com)  
[vhadley@taftlaw.com](mailto:vhadley@taftlaw.com)  
[cwalsh@taftlaw.com](mailto:cwalsh@taftlaw.com)

# Exhibit A

From: \_\_\_\_\_ Settlement @ \_\_\_\_\_ settlement.com  
To: JohnDoeClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a  
Columbus Regional Health*  
Marion County Superior Court, State of Indiana  
Case No. 49D01-2305-PL-020792

### **Our Records Indicate You May Be Entitled to a \$25.50 Payment From a Class Action Settlement.**

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Bartholomew County Public Hospital d/b/a Columbus Regional Health (“Columbus Regional”) disclosed confidential personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively referred to as “Private Information”) to third-party technologies without patient consent. Columbus Regional firmly denies all of Plaintiffs’ claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with the litigation.

**Am I a Class Member?** Our records indicate you may be a Class Member. Class Members are all patients of Columbus Regional who completed a registration for access to their electronic records between November 1, 2017 and June 30, 2022.

**What Can I Get?** All Class Members are eligible for both 1) enrollment in the CyEx Shield product and 2) a \$25.50 cash payment.

- 1) One Year of CyEx Privacy Shield:** As a Class Member, you are automatically entitled to enroll in the CyEx Privacy Shield product for one year. Within thirty days of the entry of the Preliminary Approval Order, you will receive an email with instructions and the code to enroll.
- 2) Cash Payment:** To receive a \$25.50 cash payment, you **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking **[here.]** Your payment will come by check unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on **[DATE]** or postmarked and mailed by **[DATE]**.

**Your Class Member Login ID: [INSERT]  
Your Class Member Password: [INSERT]**

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue Columbus Regional over the legal issues in the lawsuit. If you do not exclude yourself, you can object to the settlement and you or your lawyer can appear before the Court. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **www. \_\_\_\_\_ settlement.com**. If you file a claim, object, or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of PII and/or PHI to third party technologies in this case against Columbus Regional will be released.

**Who Represents Me?** The Court has appointed law firms CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borrelli, LLP to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_ .m. on **[date]** in Courtroom **X** at the Marion County Superior Court, 675 Justice Way, Indianapolis, Indiana 46203. The Court may also conduct the hearing remotely in which case instructions on how to attend remotely will be listed on the settlement website. You do not need to attend, but you can if you wish. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives, Brian and Annie Elkins, Ginger Duncan, Myra Hurt, and Greg Allman, \$5,000.00 per individual (for a total payment of \$25,000) for their service in helping to bring and settle this case. Columbus Regional has agreed to pay Class Counsel reasonable attorneys' fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than \$577,000.00, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the Claim Form and Settlement Agreement, go to **www. \_\_\_\_\_ settlement.com**, contact the settlement administrator at **1- \_\_\_\_\_ - \_\_\_\_\_** or Columbus Regional Settlement Administrator, **[address]**, or call Class Counsel at **[INSERT]**.

# Exhibit A-1

Columbus Regional Pixel Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

**Brian Elkins and Annie Elkins v.  
Bartholomew County Public Hospital  
d/b/a Columbus Regional Health**  
Case No. 49D01-2305-PL-020792

**IF YOU COMPLETED SIGN-UP FOR A  
COLUMBUS REGIONAL PATIENT PORTAL  
ACCOUNT AND LOGGED IN BETWEEN  
NOVEMBER 1, 2017, AND JUNE 30, 2022, A  
PROPOSED CLASS ACTION SETTLEMENT  
MAY AFFECT YOUR RIGHTS, AND ENTITLE  
YOU TO BENEFITS AND  
A CASH PAYMENT.**

*A court has authorized this Notice.*

*This is not a solicitation from a lawyer.*

*You are not being sued.*

**THIS NOTICE IS ONLY A SUMMARY.  
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.[SETTLEMENTWEBSITE].COM)  
OR SCAN THIS QR CODE  
FOR COMPLETE INFORMATION.**



First-Class  
Mail  
US Postage  
Paid  
Permit # \_\_

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

### Why am I receiving this notice?

A Settlement has been reached with Bartholomew County Public Hospital d/b/a Columbus Regional Health ("Columbus Regional") in a class action lawsuit ("Settlement"). The case is about the use of third-party tracking pixels that violate privacy laws. Columbus Regional denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

### Who is included in the Settlement?

The Court has defined the class as: "The 20,763 individuals whose PII and PHI was disclosed by Defendant to third parties as a result of the use of the Meta Pixel or other tracking, analytics and/or advertising technologies, as identified on the Class List." In this sentence, PII means Personally Identifiable Information, and PHI means Protected Health Information.

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

### What are the Settlement benefits?

You can claim one year of **CyEx Privacy Shield Pro** and the **Cash Payment** option.

**YOUR ENROLLMENT CODE IS:** «**EnrollmentCode**»

**Save this code.** You will receive activation instructions after the Settlement has received final approval.

**Additionally,** you can get a one-time **\$25.50** payment.

Full details and instructions are available online.

### How do I receive a benefit?

You may fill out the Claim Form below. Tear at perforation and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

### What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Columbus Regional for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available online, explains how to exclude yourself or object.

### When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$577,000, and \$5,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**Columbus Regional Pixel Settlement**  
**c/o Settlement Administrator**  
**P.O. Box [PO Box Number]**  
**Santa Ana, CA 92799-9958**



## Columbus Regional Pixel Settlement

«First1» «Last1»  
«Addr1» «Addr2»  
«City», «St» «Zip»

Complete this Claim Form, tear at perforation, and return by U.S.

Mail no later than **[Claims Deadline]**.

Only one Claim Form per Class Member.

Login ID: «LoginID»

PIN: «PIN»

**INSTRUCTIONS:** Use this card to submit your claim for the \$25.50 **Cash Payment**.

To file a claim online, visit the settlement website at **www.[SettlementWebsite].com**. To request a full paper Claim Form, call **1-XXX-XXX-XXXX**.

Check this box to claim a one-time \$25.50 **Cash Payment**.

How would you like to be paid:

Check one:  PayPal  Venmo  Zelle  Virtual Prepaid Card  Check (sent to above address)

For digital payment options, please **PRINT** your email address

**LEGIBLY** on the line below and doublecheck that it is correct: \_\_\_\_\_

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

# Exhibit B

**MARION COUNTY SUPERIOR COURT, STATE OF INDIANA**

*Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a  
Columbus Regional Health*  
Case No. 49D01-2305-PL-020792

**If You Completed Sign-Up for a Columbus Regional Patient Portal Account and logged  
in between November 1, 2017 and June 30, 2022, You May Be Entitled to a \$25.50  
Payment 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 in a class action lawsuit claiming that Bartholomew County Public Hospital d/b/a Columbus Regional Health (“Columbus Regional”) disclosed confidential personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively referred to as “Private Information”) to third-party technologies without patient consent. Columbus Regional firmly denies all of Plaintiffs’ claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with the litigation.
- You are included if you are or were a patient of Columbus Regional who completed a registration for access to their electronic records between November 1, 2017 and June 30, 2022.
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a cash payment of \$25.50. Class Members will also have the option to enroll in the CyEx Shield product for one year.
- Columbus Regional has agreed to pay all approved claims to the Settlement Class, together with notice and administrative expenses, approved attorneys’ fees and costs to Class Counsel, and an incentive award to the Class Representatives.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the <b>only</b> way to receive a cash payment.
<b>SIGN UP FOR CYEX SHIELD</b>	This is the <b>only</b> way to enroll in the CyEx Privacy Shield Pro product for one year. You can do this in addition to submitting a claim form for a cash payment. You will be able to sign up if the settlement is preliminarily approved by the Court and you will receive a separate email with instructions.

<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING BY [DATE]</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You <b>will not</b> get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

**BASIC INFORMATION**

**1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a Columbus Regional Health*, Case No. 49D01-2305-PL-020792, pending in Marion County Superior Court, State of Indiana. The people who have sued are called the Plaintiffs. The Defendant is Columbus Regional

**2. What is a class action?**

In a class action, one or more people called the class representatives (in this case, Brian and Annie Elkins, Ginger Duncan, Myra Hurt, and Greg Allman) sued on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

**3. What is this lawsuit about?**

The lawsuit claims that Columbus Regional disclosed Private Information to third-party technologies without patient consent. Columbus Regional firmly denies all of Plaintiffs’ claims in the lawsuit and maintains that it did nothing wrong.

**4. Why is there a Settlement?**

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid, timely claims will get compensation. The Class Representatives believe the settlement is fair, reasonable, and adequate and, thus, best for the

Settlement Class and its members. The settlement does NOT mean that Columbus Regional did anything wrong.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. **How do I know if I am in the Settlement Class?**

The **Settlement Class** is defined as:

All patients of Columbus Regional residing in Indiana who logged into a patient portal account between November 1, 2017 and June 30, 2022.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

### 6. **What does the Settlement provide?**

**Monetary Relief and CyEx Privacy Shield Pro:** As a Class Member, you are automatically entitled to enroll in the CyEx Privacy Shield Pro product for one year. Within thirty days of the entry of the Preliminary Approval Order, you will receive an email with instructions and the code to enroll. Each Settlement Class Member who files a timely, valid claim will also have the option to select a cash payment of \$25.50. In addition, Defendant has agreed to pay the costs of notice and administration of the settlement, approved attorneys' fees and costs to Class Counsel, and an incentive award to the Class Representatives. To submit a claim, you can do so online here: [\[URL\]](#)

A detailed description of the settlement benefits can be found in the Settlement Agreement. [\[insert hyperlink\]](#)

### 7. **How much will my payment be?**

You **must** submit a Claim Form (see instructions below) to receive a payment. **If you submit a valid Claim Form and elect to receive a cash payment, you will receive a \$25.50 cash payment.**

You must verify you are a Settlement Class Member when filing a claim by providing the Class Member Login ID and Class Member Password on the notice you received by e-mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please email [info@XXXXXXXX.com](mailto:info@XXXXXXXX.com) to verify your identity and receive your Class Member Login ID and Class Member Password.

**8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for **[Final Approval Hearing Date]**. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment within the latter of (i) fourteen (14) days after the Settlement has been finally approved, or (b) thirty (30) days after receiving the total amount of Approved Claims from the Settlement Administrator. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, and all checks will expire and become void one-hundred eighty (180) days after they are issued.

## HOW TO GET BENEFITS

**9. How do I get a payment?**

You **must** complete and submit a Claim Form to receive a cash payment. You may submit a Claim Form either electronically on the Settlement Website by clicking here **[insert hyperlink]**, or by printing and mailing in a paper Claim Form, copies of which are available for download here **[insert hyperlink]**. Claim Forms must be submitted online by 11:59 p.m. EST on **[date]** or postmarked and mailed by **[date]**.

**10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and their affiliates described in Sections 1.26 and 1.27 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the Settlement Website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

**11. What happens if I do nothing at all?**

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

## THE LAWYERS REPRESENTING YOU

### 12. **Do I have a lawyer in the case?**

The Court has appointed law firms CohenMalad LLP, Stranch, Jennings & Garvey PLLC, and Strauss Borrelli, PLLC. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting a thorough investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 13. **How will the lawyers be paid?**

Class Counsel’s attorneys’ fees, costs, and expenses will be paid separately by Defendant and awarded by the Court. Class Counsel is entitled to seek no more than \$577,000.00, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will separately be paid an incentive award by Defendant for helping to bring and settle the case. The Class Representatives may seek up to \$5,000.00 per individual as an incentive award, but the Court may award less than this amount.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 14. **How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or written request for exclusion) stating that you want to be excluded from the settlement. Your letter or request must be in writing and must: (i) identify the case name and number (*Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a Columbus Regional Health*, Case No. 49D01-2305-PL-020792); (ii) state the name, current address, telephone number, and unique ID of the Class Member seeking exclusion; (iii) be physically signed by the person(s) seeking exclusion; and (iv) must also contain a statement to the effect that “I hereby request to be excluded from the Settlement Class for purposes of this Settlement.” You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

Columbus Regional Settlement  
c/o **[Settlement Administrator]**  
**[address]**

### 15. **If I don’t exclude myself, can I sue the Defendant for the same thing later?**

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

**16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself you will not be entitled to any benefits of the settlement, and you should not submit a Claim Form to ask for benefits.

**OBJECTING TO THE SETTLEMENT**

**17. How do I object to the Settlement?**

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file a letter or brief stating that you object to the Settlement in *Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a Columbus Regional Health*, Case No. 49D01-2305-PL-020792, which must be personally signed, and identify all reasons for your objections. Your letter or brief must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court. Class Counsel's Motion for Fee Award will be filed with the Court and posted on the Settlement Website.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **objection deadline**.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Clerk's Office Marion County Superior Court 675 Justice Way Indianapolis, IN 46203	Lynn A. Toops Amina A. Thomas CohenMalad, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204 (317) 636-6481 ltoops@cohenmalad.com	Matthew Albaugh Taft Stettinius & Hollister LLP One Indiana Square, Suite 3500 Indianapolis, IN 46204

	<p>athomas@cohenmalad.com</p> <p>J. Gerard Stranch, IV          Andrew E. Mize          Stranch, Jennings &amp;          Garvey, PLLC          The Freedom Center          223 Rosa L. Parks Avenue,          Suite 200          Nashville, TN 37203          (615) 254-8801          (615) 255-5419 (facsimile)          gstranch@stranchlaw.com          amize@stranchlaw.com</p> <p>Samuel J. Strauss          Raina Borrelli          Strauss &amp; Borrelli, PLLC          One Magnificent Mile          980 N Michigan Avenue,          Suite 1610          Chicago, IL 60611          (872) 263-1100          sam@straussborrelli.com          raina@straussborrelli.com</p>	
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**18. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

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

The Court will hold the Final Approval Hearing at [redacted].m. on [date] in Courtroom X at the Marion County Superior Court, 675 Justice Way, Indianapolis, Indiana 46203. The hearing may be held remotely, and if so, instructions will be posted on the Settlement Website. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel’s request for attorneys’ fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.settlement.com](http://www.settlement.com) or call 1-800-000-0000.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay for your own lawyer to attend, but it's not required.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Brian Elkins and Annie Elkins v. Bartholomew County Public Hospital d/b/a Columbus Regional Health*, Case No. 49D01-2305-PL-020792." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **objection deadline** and be sent to the addresses listed in Question 17.

## GETTING MORE INFORMATION

**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.settlement.com](http://www.settlement.com). You may also write with questions to Columbus Regional Settlement, c/o **Settlement Administrator**, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at **insert**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

# Exhibit C

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Brian Elkins and Annie Elkins v. Bartholomew County Public  
Hospital d/b/a Columbus Regional Health**

Case No. 49D01-2305-PL-020792  
Superior Court of Marion County, Indiana

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**PIXEL SETTLEMENT CLAIM FORM**

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “The 20,763 individuals whose PII and PHI was disclosed by Defendant to third parties as a result of the use of the Meta Pixel or other tracking, analytics and/or advertising technologies, as identified on the Class List.” In this sentence, PII means Personally Identifiable Information, and PHI means Protected Health Information.

**Excluded from the Settlement Class** are: (1) the Judge in this case, and the Judge’s family and staff; (2) Columbus Regional and its officers, directors, and related companies; (3) anyone who validly excludes themselves from the Settlement; and (4) attorneys for the parties.

**COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS**

**AVAILABLE BENEFITS**

Columbus Regional has agreed to pay for two benefits that are available to all Class Members.

You may file a claim for one or both of these benefits.

**BENEFITS**

**CyEx Privacy Shield Pro.** All Class Members are eligible to enroll in one year of CyEx Privacy Shield Pro, and were mailed their enrollment codes. This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web scanning
- compromised password scanning
- VPN, password manager, and other online privacy tools

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

**Cash Payment.** You may also claim a one-time **\$25.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

***Brian Elkins and Annie Elkins v. Bartholomew County Public  
Hospital d/b/a Columbus Regional Health***

Case No. 49D01-2305-PL-020792  
Superior Court of Marion County, Indiana

**PIXEL SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

**[Claims Deadline]**

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Columbus Regional Pixel Settlement  
c/o Settlement Administrator  
[\[PO Box Number\]](#)  
Santa Ana, CA 92799-9958

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)**

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

**You must submit your Claim Form online, by mail, or by email no later than [\[Claims Deadline\]](#).**

Questions? Call 1-[XXX-XXX-XXXX](#) Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**Brian Elkins and Annie Elkins v. Bartholomew County Public  
Hospital d/b/a Columbus Regional Health**

Case No. 49D01-2305-PL-020792  
Superior Court of Marion County, Indiana

Your claim must  
be submitted  
online or  
postmarked by:  
[Claims Deadline]

**PIXEL SETTLEMENT CLAIM FORM**

**I. CLASS MEMBER NAME AND CONTACT INFORMATION**

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

**II. CASH PAYMENT**

Check this box if you want to claim a one-time \$25.50 cash payment.

**III. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

**PayPal**  
Email address, if different than you provided in Section 1: \_\_\_\_\_

**Venmo**  
Mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Zelle**  
Email address or mobile number, if different than you provided in Section 1: \_\_\_\_\_

**Virtual Prepaid Card**  
Email address, if different than you provided in Section 1: \_\_\_\_\_

**Physical Check**  
Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**Brian Elkins and Annie Elkins v. Bartholomew County Public  
Hospital d/b/a Columbus Regional Health**

Case No. 49D01-2305-PL-020792  
Superior Court of Marion County, Indiana

**PIXEL SETTLEMENT CLAIM FORM**

Your claim must  
be submitted  
online or  
postmarked by:

[Claims Deadline]

**IV. ATTESTATION & SIGNATURE**

I swear and affirm on penalty of perjury that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Columbus Regional Health Pixel Settlement Ends Class Action Over Alleged Disclosure of Patient Data](#)

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