

**MISSOURI CIRCUIT COURT
22ND JUDICIAL CIRCUIT COURT
ST. LOUIS CITY**

**CASTEN CLAUSNER, MICHAEL
GARSIDE, MARTHA PROFFITT,
COLLEEN STUART, SARAH WALKER,
ROBIN WILLIS, MARY WIPPOLD, and
AMY DOERING**, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

**AMERICAN MULTISPECIALITY GROUP,
INC. d/b/a ESSE HEALTH,**

Defendant.

No. 2622-CC00414

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release, dated and to be effective as of March 17, 2026, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Casten Clausner, Michael Garside, Martha Proffitt, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering (collectively, “Representative Plaintiffs”), individually and on behalf of all other similarly situated individuals he “Settlement Class” or “Class Members,” as defined below), by and through their counsel of record Gary M. Klinger of Milberg PLLC, William B. Federman of Federman & Sherwood, and J. Gerard Stranch of Stranch Jennings & Garvey PLLC (“Class Counsel”), on the one hand; and (ii) Defendant American Multispecialty Group, Inc. d/b/a Esse Health (“Esse Health” or “Defendant”), by and through its counsel of record, David M. Mangian of Thompson Coburn LLP (“Defendant’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is

intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Action (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, in late April 2025, Esse Health detected unusual activity on its IT network, and became aware of potential unauthorized access to its network (the “Data Incident”). After an investigation, on or about May 7, 2025, Esse Health advised, via its website, it had identified a cyber security event.

WHEREAS, in early May 2025, Defendant advised Representative Plaintiffs via text about a cyber security event and that its network systems were offline.

WHEREAS, Esse Health determined personally identifiable information (“PII”) and protected health information (“PHI”) were potentially impacted during the Data Incident. The PII/PHI data elements potentially impacted were different for each individual and included patient names, addresses, dates of birth, health insurance information, Social Security numbers (for only 5,091 individuals), and identification numbers assigned to the individual by Esse Health (medical record number, person number, and person ID).

WHEREAS, Esse Health identified approximately 521,167 individuals whose Private Information (defined below) may have been impacted by the Data Incident.

WHEREAS, Plaintiffs are individuals whose Private Information may have been impacted by the Data Incident.

WHEREAS, after Defendant’s announcement of the Data Incident, on May 15, 2025, Plaintiff Casten Clausner filed suit in the Eastern District of Missouri (the “District Court”). Subsequently, seven other plaintiffs (Colleen Stuart, Martha Proffitt, Mary Wippold, Michael

Garside, Robin Willis, Amy Doering, and Sarah Walker) filed similar cases involving the same Data Incident in Missouri state court in St. Louis County or the City of St. Louis.

WHEREAS, the state court cases were removed to federal court on June 18, 2025 (Stuart, Proffitt, Wippold, Garside, Willis, and Walker) and August 28, 2025 (Doering). After removal, the state court cases were consolidated with the federal case filed by Plaintiff Casten Clausner via motions granted on July 14, 2025 and October 31, 2025. On July 18, 2025, some of the state court plaintiffs (Stuart, Proffitt, Wippold, Garside, Willis, and Walker) jointly filed a motion for remand. The motion to remand is fully briefed and pending decision by the District Court.

WHEREAS, on July 14, 2025, the District Court issued a stay pending mediation and ordered the parties to file a report on the mediation outcome by October 20, 2025. On October 13, 2025, the Parties participated in an all-day mediation overseen by John DeGroote, Esq., an experienced complex case and data breach mediator. The mediation was unsuccessful.

WHEREAS, following mediation, the Parties directly and through the mediator continued arm's length settlement negotiations, and were ultimately able to reach agreement on the terms of this Settlement. During settlement discussions, the Parties concluded that because jurisdiction exists in state court, Plaintiffs would dismiss the lawsuits pending in federal court and refile this Action (defined below) in this Court. Consequently, the Parties dismissed the cases pending in federal court on February 20, 2026, and filed this Action in this Court.

WHEREAS, the petition in the Action asserts the following claims: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) breach of confidence; (v) unjust enrichment; (vi) violation of the Missouri Merchandise Practices Act, Mo. Rev. Stat. § 407.010 *et seq.*; (vii) breach of fiduciary duty; (viii) invasion of privacy; and (ix) declaratory and injunctive relief.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted

and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, Esse Health denies each and every claim and contention alleged against it in the Action. Esse Health further denies any and all wrongdoing or liability whatsoever, and denies all charges of wrongdoing or liability that is alleged, or which could be alleged, in the Action, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Esse Health with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses or arguments that Esse Health has asserted or would assert. Nonetheless, Esse Health has concluded that further litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

WHEREAS, based on their investigation and their substantial experience in data breach class actions, Class Counsel concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Action arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes

of action asserted, or that could have been asserted, against Esse Health or any of the Released Parties relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against Esse Health or any of the Released Parties relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Esse Health that, subject to the Court’s approval, when Judgment becomes Final (defined herein), the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

As used in this Class Action Settlement Agreement and Release, the following terms have the meanings specified below:

1. “Action” means the above styled action, *Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health*, Case No. 2622-CC00414, currently pending in the 22nd Judicial Circuit Court of the City of St. Louis, Missouri.
2. “Agreement” or “Settlement” or “Settlement Agreement” means this agreement.
3. “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below). The dispute resolution process for claims described in Paragraphs

49 and 52 is part of Claims Administration.

4. “Claims Administrator” means Simpluris, a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

5. “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed or emailed to Settlement Class Members.

6. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

7. “Claims Period” means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

8. “Class Counsel” means Gary M. Klinger of Milberg PLLC, William B. Federman of Federman & Sherwood, and J. Gerard Stranch of Stranch Jennings & Garvey PLLC.

9. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

10. “Court” means the Circuit Court of St. Louis City, State of Missouri.

11. “Data Incident” means the potential unauthorized access of certain information on Esse Health’s computer systems discovered in late April 2025 and that gave rise to the Action.

12. “Defendant” means American Multispecialty Group, Inc. d/b/a Esse Health.

13. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 76.

14. “Email Notice” means the content of the Short Notice, substantially in the form as shown in **Exhibit B** attached hereto. The Email Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

15. “Esse Health” means American Multispecialty Group, Inc. d/b/a Esse Health.

16. “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

17. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Missouri Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

18. “Judgment” means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and is consistent with all material provisions of this Settlement

Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Judgment, which Esse Health must approve before filing.

19. “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit C** hereto.

20. “Medical Identity Protection” means two-years (24 months) of the Medical Shield Complete product offered by CyEx. Medical Shield Complete includes one-bureau credit monitoring as well as monitoring of various categories of medical information. The Medical Shield Complete product retails for \$14.95 per month. Esse Health shall purchase two years (24 months) of Medical Identity Protection for all Settlement Class Members as part of this Settlement Agreement based on the proposal from Simpluris dated January 15, 2026 (Reference No. 20251117-PJI-12). The amount paid by Esse Health for Medical Identity Protection is not part of the Settlement Fund and can only be used to fund the purchase of Medical Identity Protection.

21. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice, Long Notice, Email Notice, Settlement Website, and toll-free hotline.

22. “Notice Deadline” means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice and Email Notice.

23. “Objection Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

24. “Opt-Out Date” means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement

Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

26. “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” mean Martha Proffitt, Casten Clausner, Michael Garside, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering.

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

28. “Private Information” means names, addresses, dates of birth, health insurance information, Social Security numbers, identification numbers assigned to the individual by Esse Health (medical record number, person number, and person ID), and certain health information.

29. “Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (“HIPAA”); the Missouri Merchandising

Practices Act (RSMo. § 407.010 *et seq.*); all state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; ~~medical malpractice~~; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal, statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident, Esse Health's response to the Data Incident, Esse Health's operations while its major systems (e.g., its electronic medical records system) were unavailable as a result of the Data Incident, or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may

have in the future, against Esse Health that are unrelated to the Data Incident, Esse Health's response to the Data Incident, or Esse Health's operations while its major systems (e.g., its electronic medical records system) were unavailable as a result of the Data Incident.

30. "Released Parties" means American Multispecialty Group, Inc. d/b/a Esse Health and English and McLaughlin, P.C. d/b/a Esse Health, and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

31. "Request for Exclusion" or "Opt-Out" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner as set forth herein.

32. "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

33. "Settlement Class" means all persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident. The Settlement Class specifically excludes: (i) Defendant Esse Health, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their

immediate families and their judicial staff.

34. “Settlement Class List” means the list generated by Esse Health containing the full names and current or last known addresses for all persons who fall under the definition of the Settlement Class, which Esse Health shall provide to the Claims Administrator within seven (7) days after the following conditions are satisfied: (a) entry of the Preliminary Approval Order; (b) engagement of a Claims Administrator; and (c) execution of an appropriate business associate agreement by the Claims Administrator.

35. “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class. There are approximately 521,167 Settlement Class Members.

36. “Settlement Fund” shall mean a non-reversionary common fund in the amount of \$2,525,000.00.

37. “Settlement Website” means the website described in Paragraph 55(c).

38. “Settling Parties” means, collectively, Esse Health and Plaintiffs, individually and on behalf of the Settlement Class.

39. “Short Notice” means the content of the postcard notice mailed to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit E** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees and Service Awards, and the date of the Final Fairness Hearing.

40. “Total Settlement Benefit” means the \$2,525,000.00 non-reversionary common fund plus the retail value of the Medical Identity Protection (*i.e.*, \$186,994,720)¹ and the cost of

¹ The retail value of the Medical Identity Protection offered to the class is \$14.95 per month. Each

Defendant's business practice enhancements estimated to be at least \$200,000.00 per year over the next five years (*i.e.*, \$1,000,000.00).

41. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other

of the 521,167 Settlement Class Members will receive a code for 24 months of Medical Identity Protection – a value of \$179.40 per year per Settlement Class Member or \$186,994,720.00 for the Settlement Class.

Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members 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.

42. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

43. “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS

44. Defendant agrees to fund, or cause its insurer to fund, the total sum of \$2,525,000.00 plus the cost of the Medical Identity Protection as consideration for the releases obtained in this Settlement Agreement through the following structure and after the Court enters a Preliminary Approval Order:

a. Within thirty (30) days after the Court enters a Preliminary Approval Order, Defendant or its insurer shall pay \$214,525.00 out of the \$2,525,000.00 Settlement Fund to Simpluris, Inc. for Case Setup and Notice and Communications;

b. Defendant will fully fund, or cause its insurer to fully fund, the cost of the Medical Identity Protection within thirty (30) days after the Court enters a Final Approval Order;

c. Defendant will fully fund, or cause its insurer to fully fund, the balance of the \$2,525,000.00 Settlement Fund (i.e. \$2,310,475.00, which is the \$2,525,000.00

Settlement Fund minus the \$214,525.00 Case Setup and Notice and Communications payment) within thirty (30) days after the Court enters a Final Approval Order; and

d. Separate from and in addition to the Settlement Fund, Defendant commits to spend \$200,000.00 per year for a total of \$1,000,000.00 over a five (5) year period beginning January 1, 2026 and ending December 31, 2030 on the business practice enhancements as set forth in Paragraph 50 of this Agreement.

Esse Health shall not be required to fund, cause its insurer to fund, or to pay any additional or other amounts that are not set forth in this Paragraph 44.

45. The Settlement Fund shall be used to pay, in the following order: (1) all Costs of Claims Administration; (2) any Service Awards awarded to Class Representative; (3) any attorneys' fees and litigation expenses awarded to Class Counsel; and (4) Pro Rata Cash Payments to those Settlement Class Members who submit a Valid Claim. Defendant shall not be required to pay any more than \$2,525,000.00 for the foregoing expenses under this Settlement. The cost of the Medical Identity Protection shall be paid separately from the Settlement Fund by Defendant.

46. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) established by the Claims Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

47. Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect a Pro Rata Cash Payment. Additionally, all Settlement Class Members will automatically receive an activation code for two-years (24 months) of Medical Identity Protection. If a Settlement Class Member does not submit a Valid Claim for a Pro Rata Cash Payment or elects

to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

48. Pro Rata Cash Payment. A Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$50.00 by completing and submitting a Claim Form to the Claims Administrator that is post-marked or submitted online on or before the Claims Deadline. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Costs of Claims Administration, any Court-approved attorneys' fees and litigation expenses, and any Court-approved Service Awards, by the number of Valid Claims. The Pro Rata Cash Payments will be subject to a pro rata upward or downward adjustment based upon the number of Valid Claims so that the entire Settlement Fund is exhausted. The amount paid by Defendant for Medical Identity Protection is not part of the Settlement Fund and shall not be used to increase the pro rata cash payments.

49. Medical Identity Protection. All Settlement Class Members will be automatically provided a code for two years (24 months) of Medical Identity Protection. The Claims Administrator, from funds separate and apart from the Settlement Fund to be provided by Defendant, will purchase/provide Medical Identity Protection codes to all Settlement Class Members for whom it has a valid address and/or email address at the time Notice is issued. The Claims Administrator will also provide Settlement Class Members, for whom they have a valid email address, a reminder email prior to activation of the codes, approximately one week after the Effective Date. The Claims Administrator will use reasonable efforts to resend any undeliverable Medical Identity Protection codes to a valid address and/or email address. Codes will be valid beginning one week after the Effective Date. Codes will remain eligible for activation for one year.

50. Business Practices Enhancements. The Settling Parties agree that as part of the

settlement consideration, Esse Health has adopted, paid for, implemented, and will maintain certain business practice enhancements related to information security to safeguard personal information on its systems. Esse Health will detail these business practice enhancements to Class Counsel in a confidential declaration, but generally, Esse Health has implemented the following new or improved cybersecurity measures and software measures: a) patch management and backups; b) SIEM; c) 24/7 monitoring; d) document management system, ticketing, penetration testing, vulnerability scanning; e) compliance system, and f) endpoint detection. Esse Health commits, as part of the Settlement, to spending \$200,000.00 annually on these or other new cybersecurity measures for a total of \$1 million over a five (5) year period beginning January 1, 2026 and ending December 31, 2030. The amounts spent by Esse Health on business practices enhancements are not part of the Settlement Fund and have no effect on the Pro Rata Cash Payments. The confidential declaration to be provided by Esse Health under this paragraph: (i) is not and may not be deemed to be or used as an admission of, or evidence of, the validity or lack thereof of any Released Claim or any wrongdoing or liability of any of the Released Parties; (ii) is not and may not be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; and (iii) shall be and remain forever strictly and completely confidential.

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

- a) Administering and overseeing the Settlement funds provided by Esse Health to pay Valid Claims.
- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to

Settlement Class Members;

- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing Notice to Settlement Class Members via U.S. mail and/or email;
- e) Establishing and maintaining the Settlement Website;
- f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- h) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and Esse Health's Counsel a list of Valid Claims, both periodically during the Claims Period and after the Claims Deadline;
- i) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and Esse Health's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to Esse Health's Counsel;
- j) Working with the provider(s) of the Medical Identity Protection codes to receive

- and send activation codes as part of the Notice to the Settlement Class Members;
- k) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
 - l) Providing bi-weekly or other periodic reports to Class Counsel and Esse Health's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;
 - m) In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
 - n) Performing any function related to Claims Administration at the agreed-upon instruction of Class Counsel or Esse Health's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and Esse Health's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

49. Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to

be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member, and; (ii) the claimant has provided all information needed to complete the Claim Form. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

50. Upon receipt of an incomplete or unsigned Claim Form, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

51. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject

each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

52. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

IV. SETTLEMENT CLASS CERTIFICATION

53. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this

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

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

54. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit C**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Gary M. Klinger of Milberg PLLC, William B. Federman of Federman & Sherwood, and J. Gerard Stranch of Stranch Jennings & Garvey PLLC as Class Counsel;
- d) appointment of Plaintiffs Martha Proffitt, Casten Clausner, Michael Garside, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering as Class Representatives;
- e) approval of the Email Notice to be sent to Settlement Class Members in a form

substantially similar to **Exhibit B**, attached hereto.

- f) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit E**, attached hereto.
- g) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit C**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- h) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit A**, attached hereto; and
- i) appointment of Simpluris as the Claims Administrator.

The Email Notice, Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

55. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Missouri Supreme Court Rule 52.08 and constitutional due process requirements.

- a) Esse Health shall provide the Settlement Class List to the Claims Administrator

within seven (7) days after the following conditions are satisfied: (i) entry of the Preliminary Approval Order; (ii) engagement of a Claims Administrator; and (iii) execution of an appropriate business associate agreement by the Claims Administrator.

- b) The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail or email, to the extent mailing addresses or email addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members or sending Email Notice to the last known email address for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the Claims Deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard. Where notice by email “bounces,” a Short Notice shall be sent by U.S. mail to those Settlement Class Members (provided that Esse Health has a good U.S. mailing address).
- c) The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the Long Notice and Claim Form as approved by the Court, and this Settlement Agreement. The Settlement Website shall also include links to relevant filings

including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.

- d) A toll-free help line shall be made available to address Settlement Class Members' inquiries.
- e) The Claims Administrator will also provide copies of the forms of Email Notice, Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- f) At the discretion of Class Counsel, the Claims Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days prior to the Claims Deadline.
- g) Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Email Notice, Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order.

56. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary

approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

57. Each person wishing to opt-out of the Settlement Class shall individually sign and timely mail written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a "Request for Exclusion") must be postmarked no later than the Opt-Out Date.

58. All persons who submit valid and timely Requests for Exclusion shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All persons falling within the definition of the Settlement Class who do not submit a valid and timely Request for Exclusion shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

59. Defendant shall have the right to terminate the Settlement Agreement in its entirety if there are Requests for Exclusion totaling more than five hundred (500) individuals. Defendant shall have fourteen (14) days from receipt of the Opt-Out List from the Claims Administrator to exercise this right.

60. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to opt-out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member(s)

and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

VIII. OBJECTION PROCEDURES

61. Each Settlement Class Member desiring to object to the Settlement Agreement shall mail a written notice of his or her objection to the designated Post Office box established by the Claims Administrator by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection mailed to the designated Post Office box established by the Claims Administrator must be postmarked by the Objection Date.

62. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 61 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments

in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 61.

IX. RELEASES

63. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Parties”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

64. Upon the Effective Date, Esse Health shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs’ Counsel of all claims,

including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, judgments, claims, causes of action, or defenses Esse Health may have against such persons now or in the future, including, without limitation, any claims or causes of action based upon or arising out of any healthcare items or services provided to such persons, or any debtor-creditor, contractual, or other business relationship with such persons, that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

65. Notwithstanding any term herein, neither Esse Health nor the Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

66. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Esse Health would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Plaintiff as may be ordered by the Court.

67. Class Counsel may file a motion with the court requesting an award of attorneys' fees not to exceed \$1,250,000.00, plus reimbursement of reasonable out-of-pocket litigation expenses not to exceed \$50,000.00. Except as otherwise provided in this Settlement Agreement, the parties shall bear his, her, or its own attorneys' fees, costs, and expenses in the prosecution,

defense, or settlement of the Litigation.

68. Subject to Court approval, Esse Health has agreed not to object to a request for a service award in the amount of \$1,500.00 to each of the Representative Plaintiffs (for a total payment of \$12,000.00).

69. Class Counsel shall file their motion for attorneys' fees, expenses, and service awards no later than fourteen (14) days prior to the Objection and Opt-Out Dates.

70. If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards out of the Settlement Fund to an account designated by Class Counsel within fourteen (14) days after the Effective Date. Class Counsel are responsible to and shall thereafter distribute the award of attorneys' fees, costs, and expenses and the service awards as necessary, consistent with the Settlement Agreement. Class Counsel is responsible for distributing the amount awarded by the Court for attorneys' fees to counsel for Plaintiffs in the Litigation. In no event shall Esse Health be responsible for any additional attorneys' fees or costs claimed by any counsel for Plaintiffs in the Litigation, nor shall Esse Health be responsible for any claims related to the distribution by Class Counsel or any other person of the amounts awarded by the Court for attorneys' fees, costs, and/or service awards.

71. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for

cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF CLAIMS

72. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by Esse Health shall be deemed a Valid Claim.

73. Payment for Valid Claims shall be issued, via check or electronically, within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

74. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

75. No person shall have any claim against the Claims Administrator, claims referee, Esse Health, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by Esse Health to implement the business practice changes.

76. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

77. The Claims Administrator shall provide periodic reports (no less than monthly) to Class Counsel and Esse Health's Counsel that include information regarding (i) the number of claims, the claims rate, and any other requested information relating to claims; and (ii) the number and amount of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments.

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

78. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order without material change;
- c) the Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) Esse Health has not exercised its option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit F**); and
- f) the Judgment has become Final.

79. If all conditions specified in Paragraph 76(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

80. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid

Requests for Exclusion (“Opt-Out List”).

81. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) Plaintiffs shall dismiss the Petition without prejudice and may refile their claims in state or federal court; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*, and (iv) Esse Health shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Action or from counsel to any other party to the Action. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys’ fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

XIII. MISCELLANEOUS

82. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

83. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Action, the Data Incident, and the Released Claims. The settlement compromises claims that are contested and shall not be deemed an admission by

any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Action, except as set forth in the Settlement Agreement.

84. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them 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.

85. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

86. This Settlement Agreement contains the entire understanding between Esse Health and Plaintiffs regarding the settlement of the Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Esse Health and Plaintiffs in

connection with the settlement of the Litigation. Except as otherwise provided herein, each party shall bear his, her, or its own costs and attorneys' fees relating to the Action and the Data Incident. This Agreement supersedes all previous agreements made between Esse Health and Plaintiffs. Any agreements reached between Esse Health, Plaintiffs, and any third party, are expressly excluded from this provision.

87. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

88. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

89. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

90. The Settlement Agreement may be executed in one or more counterparts, by original signature, facsimile, electronically under the E-Sign Act, or otherwise, each of which shall be deemed an original, and all of which together shall constitute one original agreement. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

91. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

92. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

93. All dollar amounts are in United States dollars (USD).

94. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

95. All agreements made and orders entered during the Action relating to the confidentiality of information shall survive this Settlement Agreement.

96. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and Esse Health each acknowledge that each have been advised and are represented by

legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

97. This Settlement Agreement shall be interpreted, construed, enforced, and administered under the laws of Missouri, without regard to conflicts of law rules.

98. No tax advice has been offered or given by the parties, their attorneys, their agents, or any other representatives. All Settlement Class Members are responsible for any tax obligations or consequences that might arise from the Settlement Agreement or the settlement, including any federal, state, and local income taxes that may be due on any payments made to them and any other benefit they receive under this Settlement Agreement. Under no circumstances shall Esse Health or any of the Released Parties have any liability for taxes or tax expenses under the Settlement Agreement or the settlement.

99. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Settling Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

[Signature blocks on next pages]

PLAINTIFFS:



Martha Proffitt, Plaintiff

Date: 3/3/2026

Casten Clausner, Plaintiff

Date: _____

Michael Garside, Plaintiff

Date: _____

Colleen Stuart, Plaintiff

Date: _____

Sarah Walker, Plaintiff

Date: _____

Robin Willis, Plaintiff

Date: _____

Mary Wippold, Plaintiff

Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____



Casten Clausner (Mar 17, 2026 08:23:06 CDT)
Casten Clausner, Plaintiff

Date: 03/17/2026

Michael Garside, Plaintiff
Date: _____

Colleen Stuart, Plaintiff
Date: _____

Sarah Walker, Plaintiff
Date: _____

Robin Willis, Plaintiff
Date: _____

Mary Wippold, Plaintiff
Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____

Casten Clausner, Plaintiff

Date: _____

Mike G

Michael Garside, Plaintiff

Date: 03 / 12 / 2026

Colleen Stuart, Plaintiff

Date: _____

Sarah Walker, Plaintiff

Date: _____

Robin Willis, Plaintiff

Date: _____

Mary Wippold, Plaintiff

Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____

Casten Clausner, Plaintiff

Date: _____

Michael Garside, Plaintiff

Date: _____

Signed by:

5D46DEEBBA3F461... _____
Colleen Stuart, Plaintiff

Date: 3/10/2026

Sarah Walker, Plaintiff

Date: _____

Robin Willis, Plaintiff

Date: _____

Mary Wippold, Plaintiff

Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____

Casten Clausner, Plaintiff

Date: _____

Michael Garside, Plaintiff

Date: _____

Colleen Stuart, Plaintiff

Date: _____

Sarah N Walker
Sarah N Walker (Mar 3, 2026 16:41:46 CST)

Sarah Walker, Plaintiff

Date: **Mar 3, 2026**

Robin Willis, Plaintiff

Date: _____

Mary Wippold, Plaintiff

Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____

Casten Clausner, Plaintiff

Date: _____

Michael Garside, Plaintiff

Date: _____

Colleen Stuart, Plaintiff

Date: _____

Sarah Walker, Plaintiff

Date: _____

Signed by:


Robin Willis, Plaintiff

Date: 3/5/2026 | 12:14 PM PST

Mary Wippold, Plaintiff

Date: _____

PLAINTIFFS:

Martha Proffitt, Plaintiff

Date: _____

Casten Clausner, Plaintiff

Date: _____

Michael Garside, Plaintiff

Date: _____

Colleen Stuart, Plaintiff

Date: _____

Sarah Walker, Plaintiff

Date: _____

Robin Willis, Plaintiff

Date: _____

Signed by:

C18421345E47253B

Mary Wippold, Plaintiff

Date: 3/16/2026



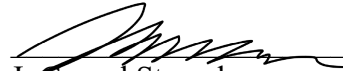
Amy Doering, Plaintiff

Date: March 17, 2026

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: _____

William B. Federman
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Ave.
Oklahoma City, OK 73120
Telephone: (405) 235-1560
wbf@federmanlaw.com



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Chicago, IL 60606
Telephone: (866) 252-0878
Fax: (865) 522-0049
gklinger@milberg.com


Counsel for Plaintiffs and the Proposed Class

Amy Doering, Plaintiff

Date: _____

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: _____



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Telephone: (866) 252-0878
Fax: (865) 522-0049
gklinger@milberg.com

Counsel for Plaintiffs and the Proposed Class

Amy Doering, Plaintiff

Date: _____

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: March 16, 2026

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Chicago, IL 60606
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Fax: (865) 522-0049
gklinger@milberg.com

Counsel for Plaintiffs and the Proposed Class

COUNSEL FOR DEFENDANT:

Date: 3.10.2026

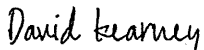


David M. Mangian
THOMPSON COBURN LLP
One US Bank Plaza
St. Louis, MO 63101
dmangian@thompsoncoburn.com
P: 314 552 6540

DEFENDANT (American Multispecialty Group, Inc. d/b/a Esse Health):

Date: 3/10/2026

DocuSigned by:



085EBC947D542A...
David Kearney, Chief Executive Officer,
American Multispecialty Group, Inc. d/b/a Esse Health

EXHIBIT A

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

***Clausner et al. v. American Multispecialty Group, Inc.
d/b/a Esse Health***

Case No. 2622-CC00414
22nd Judicial Circuit Court of St. Louis City, Missouri

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT SETTLEMENT CLAIM FORM

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: “All persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.”

Excluded from the Settlement Class are: (1) Esse Health and its officers, directors, and related companies; and (2) the Judge in this case, and the Judge’s family and staff.

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

AVAILABLE BENEFITS

Esse Health will establish a Settlement Fund of \$2,525,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefit described below. The cost of Medical Identity Protection will be paid separately by the Defendant.

MEDICAL IDENTITY PROTECTION. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. Enrollment codes have been sent to all Settlement Class Members. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH BENEFIT OPTION

Pro Rata Cash Payment. You may also claim a one-time *pro rata* cash payment.

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]

***Clausner et al. v. American Multispecialty Group, Inc.
d/b/a Esse Health***

Case No. 2622-CC00414

22nd Judicial Circuit Court of St. Louis City, Missouri

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses have been paid. All of this remaining money will be divided equally between everyone who claims a Pro Rata Cash Payment.

This payment is expected to be **\$50.00**, but may be larger or smaller depending on the total claims filed.

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:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Esse Health Data Incident 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]

**Clausner et al. v. American Multispecialty Group, Inc.
d/b/a Esse Health**

Case No. 2622-CC00414
22nd Judicial Circuit Court of St. Louis City, Missouri

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

DATA INCIDENT 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. PRO RATA CASH PAYMENT

Check this box if you want to claim a one-time \$50.00 *pro rata* 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]

***Clausner et al. v. American Multispecialty Group, Inc.
d/b/a Esse Health***

Case No. 2622-CC00414

22nd Judicial Circuit Court of St. Louis City, Missouri

DATA INCIDENT 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

EXHIBIT B

TO: «Email Address»
FROM: “Esse Health Data Incident Settlement” «info@[SettlementWebsite].com»
SUBJECT: Esse Health Data Incident Settlement – You are Eligible to File a Claim

LEGAL NOTICE

Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health
Case No. 2622-CC00414
22nd Judicial Circuit Court of St. Louis City, Missouri

**IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE APRIL 2025
ESSE HEALTH, DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with American Multispecialty Group, Inc. d/b/a Esse Health (“Esse Health”) in a class action lawsuit about the April 2025 cyberattack on Esse Health’s computers (the “Data Incident”).

Esse Health denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit (“Settlement”) to avoid the risks, disruption, and uncertainties of continued litigation.

A copy of the Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

Who is included in the Settlement? The Court has defined the class as: “All persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.”

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

What are the Settlement benefits? You can enroll in two years of **Medical Identity Protection** and/or the **cash payment** option.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement. You do not need to file a claim to receive the Medical Identity Protection but you do need to enroll after the Settlement is finally approved.

Additionally, you can get a one-time *pro rata* cash payment currently estimated to be **\$50**. You must submit a claim to receive the cash payment.

How do I receive a benefit? Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) to submit your claim for the cash payment. You do not need to file a claim to receive the Medical Identity Protection but you do need to enroll after the Settlement is finally approved.

To receive a paper copy and submit by US Mail, call 1-XXX-XXX-XXXX, or email your request to [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com). **Claims must be submitted online, mailed, or emailed by [Claims Deadline].**

What if I don't want to participate in the Settlement? If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Esse Health 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 on the Settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), explains how to exclude yourself or object.

When will the Court decide whether to 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 \$1,300,000.00, and \$1,500.00 service award payments for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice email is only a summary. For more information, call 1-XXX-XXX-XXXX or click here: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

User ID: «User ID»

EXHIBIT C

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health
Case No. 2622-CC00414
22nd Judicial Circuit Court of St. Louis City, Missouri

IF YOUR PRIVATE INFORMATION WAS POTENTIALLY COMPROMISED IN THE APRIL 2025 ESSE HEALTH DATA INCIDENT, 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.

Please read this Notice carefully and completely.

- A Settlement has been reached with American Multispecialty Group, Inc. d/b/a Esse Health (“Esse Health” or “Defendant”) in a class action lawsuit. This case is about the cyberattack on Esse Health's computer systems that occurred in April 2025 (the “Data Incident”). Esse Health determined personally identifiable information and protected health information were potentially impacted during the Data Incident. The potentially impacted information was different for each individual and included names; addresses; dates of birth; health insurance information; Social Security numbers; identification numbers assigned to the individual by Esse Health (medical record number, person number, and person ID); and certain health information.
- The lawsuit is called *Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health*, Case No. 2622-CC00414. It is pending in the 22nd Judicial Circuit Court of St. Louis City, Missouri (the “Litigation”).
- Esse Health denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Esse Health's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Esse Health.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	<p>You are automatically receiving an enrollment code for Medical Identity Protection which will become active to use once the Settlement is finally approved. You may also choose to receive a cash payment from this Settlement by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. You may also use the “tear off” claim form attached to the Postcard Notice that you may have received. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p>	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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WHO IS IN THE SETTLEMENT	4
THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
THE LAWYERS REPRESENTING YOU	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....	7
THE COURT’S FINAL APPROVAL HEARING	8
IF I DO NOTHING	8
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Basic Information

1. Why was this Notice issued?

The Circuit Court of St. Louis City, Missouri, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health*, Case No. 2622-CC00414. It is pending in the 22nd Judicial Circuit Court of St. Louis City, Missouri. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, American Multispecialty Group, Inc. d/b/a Esse Health, is called the “Defendant.”

2. What is this lawsuit about?

In late April 2025, Esse Health detected unusual activity on its IT network, and became aware of potential unauthorized access to its network (the “Data Incident”). Esse Health determined personally identifiable information and protected health information were potentially impacted during the Data Incident. The potentially impacted information was different for each individual and included names; addresses; dates of birth; health insurance information; Social Security numbers; identification numbers assigned to the individual by Esse Health (medical record number, person number, and person ID); and certain health information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Martha Proffitt; Casten Clausner; Michael Garside; Colleen Stuart; Sarah Walker; Robin Willis; Mary Wippold; and Amy Doering. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: “All persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) Esse Health and its officers, directors, and related companies; and (2) the Judge in this case, and the Judge’s family and staff.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

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

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

Esse Health will establish a Settlement Fund of \$2,525,000.00. The Settlement Fund will first be used to pay court-approved attorneys’ fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. The net remaining money will be used to pay for the cash benefit described below. The cost of Medical Identity Protection will be paid separately by the Defendant.

MEDICAL IDENTITY PROTECTION. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. Enrollment codes have been sent to all Settlement Class Members either via email or by a Postcard mailed to you. Visit [www.\[EnrollmentWebsite\].com](http://www.[EnrollmentWebsite].com) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement.

If you no longer have your enrollment code, please contact the Administrator.

This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- unauthorized Health Savings Account (HSA) spending

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

CASH BENEFIT OPTION

Pro Rata Cash Payment. You may also claim a one-time *pro rata* cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses have been paid. All of this remaining money will be divided equally between everyone who claims a Pro Rata Cash Payment.

This payment is expected to be **\$50.00**, but may be larger or smaller depending on the total claims filed.

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:

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

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Esse Health about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

[Submitting a Claim Form for a Settlement Payment](#)

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Esse Health Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free,

1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (see Question 18). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys Gary M. Klinger of Milberg PLLC; William B. Federman of Federman & Sherwood; and J. Gerard Stranch of Stranch Jennings & Garvey PLLC, to represent you and other Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$1,300,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of \$1,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called “opting out.” If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue Esse Health on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is [Opt-Out Deadline].

To be valid, your Request for Exclusion must have the following information:

- (1) the name of the Litigation: *Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health*, Case No. 2622-CC00414, pending in the 22nd Judicial Circuit Court of St. Louis City, Missouri;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Esse Health Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be postmarked by [Opt-Out Deadline].

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (**see Question 15**)

You must provide the following information for the Court to consider your objection:

- (1) the name of the Litigation: *Clausner et al. v. American Multispecialty Group, Inc. d/b/a Esse Health*, Case No. 2622-CC00414, pending in the 22nd Judicial Circuit Court of St. Louis City, Missouri;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received);
- (4) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (5) whether the objection applies only to you, or to other Class Members, as well;
- (6) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (8) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases; and

- (9) your signature and your lawyer’s signature (if you have hired your own lawyer, their signature alone is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must mail your complete objection to the Settlement Administrator and it must be postmarked by **[OBJECTION DATE]**.

Settlement Administrator
Esse Health Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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

The Court’s Final Approval Hearing

18. When is the Court’s Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date]** at **[Hearing Time]** **Central Time**, in Room **[Court Room]** of the Circuit Court of St. Louis City, Missouri, at **[Court Address]**.

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (**See Question 16**).

The date and time of this hearing may change without further notice. Please check **www.[SettlementWebsite].com** for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

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

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

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT D

MISSOURI CIRCUIT COURT
22ND JUDICIAL CIRCUIT COURT
ST. LOUIS CITY

**CASTEN CLAUSNER, MICHAEL
GARSIDE, MARTHA PROFFITT,
COLLEEN STUART, SARAH
WALKER, ROBIN WILLIS, MARY
WIPPOLD, and AMY DOERING,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**AMERICAN MULTISPECIALTY
GROUP, INC. D/B/A ESSE HEALTH,**

Defendant.

Case No. 2622-CC00414

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement (the "Settlement Agreement") between Plaintiffs Casten Clausner, Michael Garside, Martha Proffitt, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering ("Plaintiffs") and American Multispecialty Group, Inc. d/b/a Esse Health ("Defendant" or "Esse" and, together with Plaintiffs, the "Parties"), with accompanying exhibits attached to Plaintiffs' Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS**

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

as follows:

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

all persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.

The Settlement Class specifically excludes: (i) Defendant Esse Health, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns, and (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

Pursuant to Missouri Rule 52.08, the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3). Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement

is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiffs will likely satisfy the requirements of Rule 52.08 and Missouri law and should be appointed as the Settlement Class Representatives. Additionally, the Court finds William B. Federman of Federman & Sherwood, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, and Gary M. Klinger from Milberg PLLC will likely satisfy the requirements of Rule 52.08 and Missouri law and should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 52.08 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in St. Louis City.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 2026 at 10 North Tucker Boulevard, St. Louis, Missouri 63101, where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable,

and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorney Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

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

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law; and (e) and meet the

requirements of the Due Process Clauses of the United States Constitution and the Missouri Constitution. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded (i.e., “opt out”) from the proposed Settlement must timely submit a request to be excluded from the Settlement in the manner provided in the Settlement Agreement. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor’s name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim. Combined, joint, collective, or aggregate opt-out request shall not be valid.

The Settlement Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete list of all timely and valid Requests for Exclusion within seven (7) days after the Opt-Out Date.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement

Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member desiring to object to the Settlement Agreement may submit a timely written objection by the end of the Objection Period in the manner provided in the Settlement Agreement. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—i.e., the “Objection Date.”

Each Settlement Class Member desiring to object to the Settlement Agreement shall mail a written notice of his or her objection to the designated Post Office box established by the Claims Administrator by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector’s signature and the signature of the objector’s duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection mailed to the designated Post Office box established by the Claims Administrator must be postmarked by the Objection Date.

For an objection to be considered by the Court, the objection must be submitted no later

than the Objection Date, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Missouri Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall act in accordance with Paragraph 81 of the Settlement Agreement; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on

the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

Defendant provides class list to the Settlement Administrator	No later than seven (7) days after entry of the Preliminary Approval Order
Notice Deadline	No later than thirty (30) days following entry of the Preliminary Approval Order
Objection Date	Sixty (60) days after the Notice Deadline
Opt-Out Date	Sixty (60) days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline
Class Counsel shall file for Attorneys' Fees, Costs, and Service Awards	No later than fourteen (14) days before the Opt-Out and Objection Dates
Class Counsel shall file for Final Approval	No later than fourteen (14) days before the Final Approval Hearing Date above.

IT IS SO ORDERED on this ___ day of _____, 2026.

Presiding Judge

EXHIBIT E

Esse Health Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

***Clausner et al. v.
American Multispecialty Group, Inc.
d/b/a Esse Health***

Case No. 2622-CC00414

**IF YOUR PRIVATE INFORMATION WAS
POTENTIALLY COMPROMISED IN THE APRIL
2025 ESSE HEALTH, DATA INCIDENT,
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 American Multispecialty Group, Inc. d/b/a Esse Health (“Esse Health”) in a class action lawsuit (“Settlement”). The case is about the April 2025 cyberattack on Esse Health’s computers (the “Data Incident”). . Esse Health 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: “All persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.”

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

What are the Settlement benefits?

You can enroll in two years of **Medical Identity Protection** and/or claim the **cash payment** option.

YOUR ENROLLMENT CODE IS: «EnrollmentCode»

Visit [www.\[EnrollmentWebsite\].com](#) to enroll. Your CyEx Medical Shield Complete subscription will become active once the Court grants Final Approval to this Settlement, and you can enroll at that time.

Additionally, you can get a one-time **\$50 pro rata** cash payment. You must file a claim to receive this benefit.

Full details and instructions are available online.

How do I receive a benefit?

To make a claim for the cash payment, 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 Esse Health 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 \$1,300,000, and \$1,500 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



Esse Health Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958



EXHIBIT F

**MISSOURI CIRCUIT COURT
22ND JUDICIAL CIRCUIT COURT
ST. LOUIS CITY**

**CASTEN CLAUSNER, MICHAEL
GARSIDE, MARTHA PROFFITT,
COLLEEN STUART, SARAH
WALKER, ROBIN WILLIS, MARY
WIPPOLD, and AMY DOERING,**
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**AMERICAN MULTISPECIALTY
GROUP, INC. D/B/A ESSE HEALTH,**

Defendant.

Case No. 2622-CC00414

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), requesting that the Court enter an Order and Judgment Granting Final Approval of the Class Action Settlement ("Final Order and Judgment") involving Plaintiffs Casten Clausner, Michael Garside, Martha Proffitt, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering ("Plaintiffs") and American Multispecialty Group, Inc. d/b/a Esse Health ("Defendant" or "Esse") (together, the "Parties"), as fair, reasonable, adequate, and in the best interests of the Settlement Class.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Unopposed Motion for Final Approval, and having conducted a Final Approval Hearing, the Court, pursuant to Missouri Rule 52.08, makes the findings and grants the relief set forth below, approving the

Settlement upon the terms and conditions set forth in this Final Order and Judgment.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Missouri Rule 52.08 to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class; and

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

IT IS ORDERED on _____, 2026 that:

1. The Settlement involves allegations in Plaintiffs' Class Action Complaint that Defendant was impacted by a data breach which allegedly caused injuries to Plaintiffs and the Settlement Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant. This Final Order and Judgment, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered or received against Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Defendant with respect to the truth of any fact alleged by the Class Representatives or any Settlement Class member or the validity of any claim that has been or could have been asserted in the Lawsuit or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Lawsuit

or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Defendant; provided, however, that nothing in the foregoing, the Settlement Agreement, or this Final Order and Judgment shall be interpreted to prohibit the use of the Settlement Agreement or this Final Order and Judgment in a proceeding to consummate or enforce the Settlement or this Final Order and Judgment (including all releases in the Settlement and Final Order and Judgment), or to defend against the assertion of any Released Claims in any other proceeding, or as otherwise required by law.

3. Unless otherwise noted, words spelled in this Final Order and Judgment with initial capital letters have the same meaning as set forth in the Settlement Agreement, except as otherwise may be indicated.

4. On _____, 2026, the Court entered an Order Granting Preliminary Approval of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), which among other things: (a) approved the Notice to the Settlement Class, including approval of the form and manner of Notice under the Notice Program set forth in the Settlement Agreement; (b) preliminarily certified a Settlement Class; (c) preliminarily appointed Plaintiffs as the Class Representatives; (d) provisionally appointed William B. Federman of Federman & Sherwood, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, and Gary M. Klinger from Milberg PLLC, as Class Counsel; (e) preliminarily approved the Settlement Agreement and the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; (f) set deadlines and procedures for Settlement Class Members to request exclusion from and to object to the Settlement; (g) approved and appointed Simpluris as the Settlement Administrator; and (h) set the date for the Final Approval Hearing.

5. In the Preliminary Approval Order, pursuant to Rule 52.08, the Court preliminary certified the Settlement Class in this matter defined as follows:

all persons who were potentially impacted by the Data Incident, including all persons who were sent notice by Esse Health that their Private Information was potentially compromised during the Data Incident.

The Settlement Class specifically excludes: (i) Defendant Esse Health, any entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns, and (ii) any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

The Court finally certifies the Settlement Class, as defined above and in the Preliminary Approval Order, pursuant to Rule 52.08. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Missouri Court Rule of Civil Procedure 52.08(a) and (b), namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that Plaintiffs' claims are typical of absent Settlement Class Members; that Plaintiffs will fairly and adequately protect the interests of the Settlement Class as they has no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent Class Counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

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

7. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys,

and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Order and Judgment and the terms of the Settlement Agreement.

8. Notice of the Final Approval Hearing, the Motion for Attorney Fees, Costs, and Service Awards have been provided to Settlement Class Members as directed by this Court's Orders.

9. The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to Rule 52.08 and meets the requirements of the Due Process Clauses of the United States Constitution and the Missouri Constitution.

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

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

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

13. As of the final date of the Opt-Out Period, **XX** Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement. The names of those Settlement Class Members who have excluded themselves from this Settlement are attached to this order as Exhibit A. These persons are not bound by the terms of this Settlement or the Releases given in consideration for this Settlement.

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

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

16. The Court finally appoints Casten Clausner, Michael Garside, Martha Proffitt, Colleen Stuart, Sarah Walker, Robin Willis, Mary Wippold, and Amy Doering as Class Representatives;

17. The Court finally appoints William B. Federman of Federman & Sherwood, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, and Gary M. Klinger from Milberg PLLC as Class Counsel for settlement purposes.

18. Pursuant to the Settlement Agreement, Plaintiffs and the Settlement Class Members release claims against Defendant and all Released Persons, as defined in the Settlement Agreement, as follows:

any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended ("HIPAA"); the Missouri Merchandising Practices Act (RSMo. § 407.010 et seq.); all state consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; medical malpractice; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief,

attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal, statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident, Esse Health's response to the Data Incident, Esse Health's operations while its major systems (e.g., its electronic medical records system) were unavailable as a result of the Data Incident, or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation.

Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against Esse Health that are unrelated to the Data Incident, Esse Health's response to the Data Incident, or Esse Health's operations while its major systems (e.g., its electronic medical records system) were unavailable as a result of the Data Incident.

19. On the Effective Date, the Parties and each and every Settlement Class Member (other than those who have validly excluded themselves) shall be bound by the Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided therein. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

20. Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from

commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided in the Settlement Agreement) in which any of the Released Claims is asserted.

21. On the Effective Date and in consideration of the promises and covenants set forth in the Settlement Agreement, (i) Plaintiffs and each Settlement Class Member, and each of their respective executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Parties”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of this Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

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

23. The Court has considered the Application for an award of combined attorneys' fees and expenses in the amount of \$1,250,000.00, plus reimbursement of \$XXXX, in litigation expenses, and Service Awards of \$1,500.00 to each of the Class Representatives. The Court finds that these amounts are fair and reasonable, are commensurate with awards in other complex cases, and are fully supported by the other factors that Missouri courts examine when assessing fee, expense, and service award requests. The Court hereby grants the application, and awards \$1,250,000 in attorneys' fees, \$XXXX in expenses, and \$1,500.00 Service Awards to each of the eight Settlement Class Representatives (\$12,000.00 total).

24. Subject to Court approval, as of the Effective Date, all claims asserted by Plaintiffs and Settlement Class Members shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or the Settlement.

25. As of the Effective Date, the Released Persons are deemed, by operation of the entry of this Final Order and Judgment, to have shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, judgments, claims, causes of action, or defenses Esse Health may have against such persons now or in the future, including, without limitation, any claims or causes of action based upon or arising out of any healthcare items or services provided to such persons, or any debtor-creditor, contractual, or other business relationship with such persons, that are not based upon or do not arise out of the institution,

prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

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

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

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

IT IS SO ORDERED on this _____ day of _____, 2026.

Circuit Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.5M Esse Health Settlement Wraps Up Class Action Lawsuit Over April 2025 Data Breach](#)
