

**IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

KELLY KINGSBURY and ERIN YATES, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

EVERNORTH HEALTH, INC. and MDLIVE, INC.,

Defendants.

Case No.: 26-CA-006880

CLASS REPRESENTATION

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Kelly Kingsbury and Erin Yates (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendants, Evernorth Health, Inc. and MDLIVE, Inc. (“Defendants”). Plaintiffs and the Defendants are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. On May 30, 2025, Plaintiff Yates, a Pennsylvania resident, filed a complaint against Defendants in the United States District Court for the Eastern District of Pennsylvania alleging violation of the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. 2511(1), *et seq.*, and the Pennsylvania Wiretapping and Electronic Surveillance Control Act (“WESCA”), 18 Pa. Cons. Stat. § 5701, *et seq.*, in connection with Defendants’ alleged use of tracking technology on Defendants’ website, mdlive.com, patient portals accessible through Cigna, and

subpages thereof, and the alleged collection, disclosure, interception, and transmission of information to third parties through such technologies. *See Yates v. Evernorth Health, Inc., et al.*, Case No. 2:25-cv-02773 (E.D. Pa.) (the “Federal Court Action”)

B. From the outset of the litigation, in accordance with their obligations under applicable rules of civil procedure, the Parties began informal discussions as to the potential for early resolution. Towards that end, the parties exchanged letters, documents, and other information necessary to engage in early resolution.

C. These discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before Marc Isserles, Esq. of JAMS New York, an experienced neutral with decades of relevant experience.

D. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged additional informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendants’ defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

E. The mediation took place on May 6, 2026. The Parties engaged in good faith negotiations, which at all times were at arms’ length. After a full day of negotiation, the Parties were able to agree on the material terms of a settlement and ultimately executed a binding term sheet on May 27, 2026.

F. On June 23, 2026, Plaintiff Kingsbury, a Florida resident, filed the instant action in this Court along with Plaintiff Yates, alleging violations of the Florida Security of Communications Act (“FSCA”), Fla. Stat. § 934.03, ECPA, and WESCA. *See Kingsbury v.*

Evernorth Health, Inc., et al., Case No. 26-CA-006880 (Fla. Cir. Ct., Hillsborough Cnty.) (the “Florida Action” and, together with the Federal Court Action, the “Actions”).

G. At all times, Defendants have denied and continue to deny any wrongdoing whatsoever and have denied and continue to deny that they committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Actions. Defendants believe that the claims asserted in the Actions lack merit and Defendants would have defeated class certification and/or prevailed at summary judgment or trial. Nonetheless, taking into account the costs, uncertainty, and risks inherent in any litigation, Defendants have concluded it is desirable and beneficial that the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

H. Plaintiffs believe that the claims asserted in the Actions against Defendants have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendants have raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with prosecution of the Actions against Defendants through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with

prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Actions pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendants, by and through their respective undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Florida Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Florida Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.2 “Cash Payment” means the option for Settlement Class Members who complete the claims process and submit an Approved Claim to receive cash in the amount of \$15.00 USD,

subject to *pro rata* adjustment. To be entitled to the Cash Payment, each claimant must verify they have or had an account with Facebook and/or Google during the Class Period.

1.3 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.4 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.5 “Class Counsel” means Alec Leslie and Stephen Beck of Bursor & Fisher, P.A.

1.6 “Class Period” means May 30, 2023, through August 11, 2025.

1.7 “Class Representatives” means the named Plaintiffs in the Actions, Kelly Kingsbury and Erin Yates.

1.8 “Court” means the Circuit Court in and for Hillsborough County, Florida.

1.9 “Defendants” means Defendants Evernorth Health, Inc. and MDLIVE, Inc.

1.10 “Defendants’ Counsel” means Tiffany Cheung and Adam Hunt of Morrison & Foerster LLP.

1.11 “Effective Date” means ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.12 “Fee Award” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.

1.13 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final

Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) if there is an appeal that involves the Fee Award in addition to other issues, date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.14 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representatives.

1.15 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.16 “Net Settlement Fund” means the balance remaining after subtracting from the Settlement Benefit Cap: (a) any Fee Award; (b) any incentive awards approved by the Court; and (c) Settlement Administration Expenses.

1.17 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, and is substantially in the form of Exhibits B and C hereto.

1.18 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than forty-five (45) days after Preliminary Approval.

1.19 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement

Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.20 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.21 “Plaintiffs” means Kelly Kingsbury and Erin Yates.

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

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

1.24 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or

unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Actions, FSCA, WESCA, CIPA, ECPA, or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of or relating to any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged collection of, disclosure to, disclosure by, use, interception or transfer of information through Defendants' websites, www.mdlive.com and patient.mdlive.com (including all subpages thereof), through use of the Meta pixel, Google Analytics, or other pixels, cookies, code, session replay tools, and/or other tracking or analytics tools or technology.

1.25 “Released Parties” means Evernorth Health, Inc. and MDLIVE, Inc., as well as any and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, representatives, successors in interest, assigns and companies, firms, trusts, associations, beneficiaries, grantees, joint venturers, managers, partnerships, servants, transferees, trustees, vendees, corporations, legal and equitable owners and all persons and legal entities acting by, through, under, or in concert with them, and all persons and legal entities who could suffer or sustain liability by, through, or under any of them.

1.26 “Releasing Parties” means Plaintiffs and Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors,

insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, representatives, successors in interest, assigns and companies, firms, trusts, associations, beneficiaries, grantees, joint venturers, managers, partnerships, servants, transferees, trustees, vendees, and corporations, legal and equitable owners and all persons and legal entities acting by, through, under, or in concert with them.

1.27 “Settlement Administration Expenses” means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, distributing payments for Approved Claims, and related services.

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

1.29 “Settlement Benefit Cap” or “Settlement Amount” shall mean the gross amount of three million five hundred thousand dollars (\$3,500,000.00 USD) that shall represent Defendants’ maximum financial obligation in this matter. In no event shall the total amount paid by Defendants exceed the Settlement Benefit Cap. The following shall be subject to, and paid from, the Settlement Benefit Cap: (i) all Approved Claims; (ii) any Fee Award approved by the Court; (iii) any incentive awards approved by the Court; and (iv) any Settlement Administration Expenses approved by the Court.

1.30 “Settlement Class” means all MDLIVE users who accessed MDLIVE’s portal, patient.mdlive.com, and engaged in any activity on the portal after signing in from May 30, 2023, through August 11, 2025. Excluded from the Settlement Class are (1) any Judge or

Magistrate presiding over the Actions and members of their families; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

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

1.32 “Unknown Claims” means claims that could have been raised in the Actions and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS 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. Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from

those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Settlement Class Members shall have until the Claims Deadline to submit a Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive a Cash Payment of \$15.00 USD.

(b) All Cash Payments shall be subject to and paid from the Net Settlement Fund. In the event that Approved Claims for Cash Payments exceed the Net Settlement Fund, all Cash Payments shall each be reduced *pro rata* so that the aggregate amount paid to the Settlement Class Members does not exceed the Net Settlement Fund.

(c) Each Settlement Class Member who submits an Approved Claim will receive his or her Cash Payment via electronic payment or check sent by first-class U.S. mail.

(d) Within thirty (30) days of the Effective Date, Defendants shall wire the proceeds of the Net Settlement Fund to the Settlement Administrator for distribution to Settlement Class Members. Payments to all Settlement Class Members with Approved Claims shall be made within thirty (30) days after the Settlement Administrator's final determination of all Approved Claims.

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. Those Settlement Class Members whose cash benefit checks are not cleared within ninety (90) days after issuance will be ineligible to receive a cash settlement benefit and Defendants will have no further obligation to make any payment pursuant

to this Settlement Agreement or otherwise to such Settlement Class Members. Any funds remaining from the Net Settlement Fund after distribution of all Approved Claims, including amounts attributable to uncashed checks, undeliverable payments, and voided checks, shall revert to Defendants. Within fifteen (15) days after expiration of the ninety (90)-day check-cashing period, the Settlement Administrator shall remit by wire transfer to Defendants any funds remaining in the Net Settlement Fund, and Defendants shall have no further financial obligation with respect to such funds.

(f) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. An Approved Claim must verify that the claimant had an active account with Facebook and/or Google during the Class Period.

(g) The Settlement Administrator shall establish and maintain the Net Settlement Fund as a Qualified Settlement Fund (“QSF”) pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Net Settlement Fund, including any taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Net Settlement Fund for any period during which the Net Settlement Fund does not qualify as a QSF, shall be paid out of the Net Settlement Fund. In all events, the Released Parties and their counsel shall have no liability or responsibility for any taxes or tax-related expenses owed by or in connection with the Net Settlement Fund. The Settlement Administrator shall be responsible for causing the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Net Settlement Fund and for causing any taxes owed by or with respect to the Net Settlement Fund to be paid from the Net Settlement Fund.

3. RELEASE.

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

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

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than thirty (30) days after Preliminary Approval, Defendants shall produce to the settlement administrator an electronic list from its records that includes the names, last known e-mail addresses, and last known U.S. Mail addresses, to the extent available, belonging to users who accessed the mdlive.com portal during the Class Period. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator. Plaintiffs and Class Counsel, on behalf of the Class Members, authorize the release of the Class List information to the Settlement Administrator. The Settlement Administrator shall not disclose the Class List to Plaintiffs or Class Counsel except as necessary to administer the Settlement. Defendants shall have no obligation to create data that is not maintained in the ordinary course of business.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit C. If Defendants are unable to provide a valid email address for a Class Member, the Settlement Administrator shall send Notice via US Mail substantially in the form attached as Exhibit B, to all Settlement Class Members for whom a valid mailing address is available in the Class List. In the event transmission of e-mail notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Settlement Website.* Within thirty (30) days after entry of the Preliminary Approval Order, Notice shall be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto. All content posted to the Settlement Website shall be subject to the prior written approval of all Parties, which approval shall not be unreasonably withheld or delayed.

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

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to confirm that the objector was a Settlement Class Member during the Class Period; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a list identifying all class action settlements to which the objector or any of the Objecting Attorneys has filed an objection within the preceding five (5) years, including the case name, court, and case number for each such objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 The Parties may take limited discovery of any objector and Objecting Attorneys regarding the basis for the objection and their history of objections in other class action settlements. Any objection that does not comply with the requirements of this Section or that is not timely filed and served in accordance with the deadlines set forth herein shall be deemed waived and shall not be considered by the Court.

4.5 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.7 The Final Approval Hearing shall be no earlier than eighty-five (85) days after the Notice Date described in Paragraph 4.1(b) is provided.

4.8 Only Settlement Class Members who timely file a valid Claim Form shall be entitled to receive any payment or benefits pursuant to this Agreement. All Class Members who do not validly exclude themselves from the Settlement Class, regardless of whether they timely file a valid Claim Form, will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the

Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.9 For the convenience of the Parties and Settlement Class Members, below is a schedule of proposed notice and motion-related deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	30 Days After Preliminary Approval Order
Notice Date	45 Days After Preliminary Approval Order
Motion for Attorney's Fees and Service Awards	30 Days After Notice Date
Objection/Exclusion Deadline	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Final Approval Hearing	85 Days After Notice Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Net Settlement Fund paid to Settlement Class

Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendants' Counsel, with copies to Class Counsel upon request, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

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

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

(e) As set forth in Section 2.1(g), the Settlement Administrator shall be responsible for causing the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Net Settlement Fund and for causing any taxes owed by or with respect to the Net Settlement Fund to be paid from the Net Settlement Fund.

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

5.3 Defendants' Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendants' Counsel as to the validity of any disputed submitted Claim Form.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 The Settlement Administrator's determinations regarding the validity and amount of claims shall be final and binding on all Parties and Settlement Class Members, subject only to the procedures set forth in this Agreement. No person shall have any claim against Defendants, Defendants' Counsel, Class Counsel, or the Settlement Administrator based on any eligibility determination, claims processing decision, or distribution made in substantial compliance with this Agreement.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendants or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in the Florida Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (vi) any material modification of this Agreement by the Court without Defendants’ consent.

6.2 Subject to Paragraphs 9.1-9.3 below, Defendants shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within ten days (10) of the opt-out deadline if individuals comprising more than one (1) percent of Settlement Class Members in total have timely and validly opted out of and/or objected to the Agreement.

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

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

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

7.2 Defendants' agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendants retain all of their objections, arguments, and defenses with respect to class certification and any other issue, and reserve all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the

Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to the Actions or any other proceeding.

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

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

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

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

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and

sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Florida Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

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

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

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

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

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

(i) incorporate any other provisions, as the Court deems necessary and just, consistent with the terms of this Agreement.

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

8.1 Class Counsel intends to move the Court for an award of reasonable attorneys' fees out of the Settlement Amount, as well as reasonable litigation costs and expenses. The amount awarded by the Court is known as the Fee Award. Class Counsel will limit its petition

for attorneys' fees to no more than one-third of the Settlement Amount, or \$1,116,666.67, and Class Counsel will limit its request for reimbursement of costs and expenses to no more than \$15,000. Provided that Class Counsel limits its request for a Fee Award to this amount, Defendants shall not oppose or undermine Class Counsel's request for the Fee Award.

8.2 The Fee Award shall be payable within thirty (30) days after entry of the Court's Order granting Final Approval, subject to Class Counsel providing a signed stipulated undertaking in the form attached hereto as Exhibit E. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Settlement Amount.

8.3 Class Counsel intends to file a motion for Court approval of incentive awards for the Class Representatives, to be paid out of the Settlement Amount, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. The Class Representatives will seek no more than \$5,000 each as a service award. Such awards shall be paid in the form of a check to the Class Representatives within thirty (30) days after the Effective Date.

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

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

- (a) The Parties and Class Counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

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

9.3 If this Agreement is terminated or fails to become effective for any reason, including pursuant to Section 6 or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Actions as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Actions as if this Agreement had never been entered into. For the avoidance of doubt, the repayment obligations set forth in Exhibit E shall survive any termination of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Actions were brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or on a frivolous basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

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

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

statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

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

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

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

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

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

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

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

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.9 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.

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

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

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

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

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

10.15 Each Released Party who is not a signatory to this Agreement is an intended third-party beneficiary of this Agreement and is entitled to enforce the terms of the Release set forth herein.

10.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of

the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.17 No Released Party, Settlement Class Member, or any other person bound by this Agreement may bring a collateral attack on the Final Approval Order, the Final Judgment, or this Agreement in any other court or proceeding.

10.18 Before filing any motion raising a dispute arising under this Agreement, the moving party shall first consult with opposing counsel and the Parties shall meet and confer in good faith to attempt to resolve the dispute without court intervention. The moving party shall certify in any such motion that this meet-and-confer requirement has been satisfied.

10.19 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

10.21 Where this Agreement requires notice to the Parties, such notice shall be sent by email and/or overnight mail to the undersigned counsel: Stephen Beck, Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131 (sbeck@bursor.com); Tiffany Cheung, Morrison & Foerster LLP, 425 Market Street, San Francisco, CA 94105 (tcheung@mofo.com).

10.22 Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Actions (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendants agree to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Actions on their website(s) without permission from Defendants, so

long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

10.23 Class Counsel and the Class Representatives shall not disparage Defendants, the Released Parties, or their products, services, or business practices in any communications, marketing materials, public statements, or other publications, whether written or oral. This obligation shall survive the termination or completion of this Settlement Agreement. For the avoidance of doubt, this provision does not prohibit Class Counsel or the Class Representatives from (a) making truthful statements required by law, regulation, or court order, or (b) accurately describing the terms of the Settlement Agreement in connection with seeking Court approval. Any violation of this provision shall constitute a material breach of this Agreement, and in addition to any other remedies available at law or in equity, Defendants shall be entitled to seek injunctive relief, including temporary, preliminary, and permanent injunctive relief, in any court of competent jurisdiction to enforce this provision without the necessity of proving actual damages or posting a bond. The Parties acknowledge that any breach of this Section would cause irreparable harm to Defendants for which monetary damages would be an inadequate remedy.

10.24 The Parties, Class Counsel, and the Class Representatives agree to keep confidential and not disclose to any third party: (a) the term sheet executed on May 27, 2026; (b) the Parties' settlement discussions and negotiations; (c) the mediation proceedings; and (d) the Class List and any non-public data provided by Defendants pursuant to Section 4.1(a). This confidentiality obligation shall not apply to disclosures necessary to obtain Court approval of this Settlement, to administer the Settlement, or as otherwise required by law or court order. Neither Class Counsel nor the Class Representatives shall issue any press release or affirmatively

publicize the Settlement without the prior written consent of Defendants' Counsel, which shall not be unreasonably withheld. Any violation of this provision shall constitute a material breach of this Agreement, and Defendants shall be entitled to seek injunctive relief in any court of competent jurisdiction without the necessity of proving actual damages or posting a bond. The Parties acknowledge that any breach of this Section would cause irreparable harm for which monetary damages would be an inadequate remedy. This confidentiality obligation shall survive the termination or completion of this Settlement Agreement.

10.25 The identity of Settlement Class Members and all information obtained through the claims administration process shall be used solely for purposes of administering this Settlement. Class Counsel and their agents shall not use any information obtained through the administration of this Settlement, including Settlement Class Member identities and contact information, to solicit participation in any other litigation or legal proceeding. Class Counsel and their agents shall not encourage, solicit, or induce Settlement Class Members to request exclusion from the Settlement Class. All Settlement Class Member identities, contact information, claim information, and other information obtained through the administration of this Settlement shall be destroyed or returned within ninety (90) days after completion of settlement administration, except as otherwise required by law or court order.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 07/24/26

KELLY KINGSBURY

By: 
Kelly Kingsbury (Jul 24, 2026 10:38:01 EDT)

Kelly Kingsbury, individually and as representative
of the Class

Dated: 7/21/26

ERIN YATES

By: Erin Yates
Erin Yates (Jul 21, 2026 18:30:43 EDT)

Erin Yates, individually and as representative of the
Class

Dated: 7/24/2026

EVERNORTH HEALTH, INC.

Signed by:
By: Emma Sagan
B12BD307411C4A7...

Name: Emma Sagan

Title: President| MD Live

Dated: 7/24/2026

MDLIVE, INC.

Signed by:
By: Emma Sagan
B12BD307411C4A7...

Name: Emma Sagan

Title: President| MD Live

APPROVED AS TO FORM:

Dated: July 22, 2026

BURSOR & FISHER, P.A.

By: 
Alec Leslie

Class Counsel

ClassAction.org

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