

# EXHIBIT 1

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement” or “Settlement”) is made and entered into by and among Plaintiffs STACEY ALEXANDER, BRITTNEY HILL, NIKOL CHRISTLIEB, LAURA BELL, JASON SMEAD, BRANDY SMITH and RANDY ZERLER (collectively, “Plaintiffs”), on behalf of themselves and the proposed Settlement Class (as defined below) and FORT WAYNE MEDICAL EDUCATION PROGRAM i/s/h/a FORT WAYNE MEDICAL SOCIETY FOUNDATION, INC. d/b/a FORT WAYNE MEDICAL EDUCATION PROGRAM (“Defendant” or “FWMEP”) (together, the “Parties”).

### **I. BACKGROUND**

1. This litigation arises from a data security incident involving the personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively, “Private Information”) of Plaintiffs and the members of the proposed Settlement Class.

2. Plaintiffs allege that FWMEP experienced a data security incident in or around December 2024 and that certain information stored on its systems was accessed and/or acquired without authorization during the incident, including their and the members of the proposed Settlement Class’ Private Information (the “Incident”).

3. Plaintiffs filed their Consolidated Complaint against FWMEP in the State of Indiana Commercial Court, Allen Superior Court, Cause No. 02D02-2510-CE-000038 (the “Action”), on or about November 19, 2025, purporting to allege causes of action sounding in negligence, negligence *per se*, breach of implied contract, unjust enrichment and invasion of privacy.

4. The Parties engaged in informal discovery and explored and discussed at length the factual and legal issues in the Action and related to the Incident. On April 14, 2026, the Parties participated in a full-day mediation with mediator Jill Sperber. Significant arm’s-length settlement negotiations took place between the Parties during and in the weeks following the mediation, including with the assistance of the mediator. The Parties were successful in reaching an agreement in principle to resolve the Action at the mediation. The Parties did not discuss attorneys’ fees, costs, and expenses, or service awards for Plaintiffs, prior to reaching an agreement as to the material terms of the relief for Settlement Class Members.

5. The Parties recognize the outcome of the Action and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members (as defined below).

6. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Incident, by or on behalf of Plaintiffs and the Settlement Class.

7. Plaintiffs and Class Counsel (as defined below) believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel has investigated the facts relating to the claims and defenses alleged and the underlying events in the Action, has made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and has conducted a thorough assessment of the strengths and weaknesses of the claims in the Action. Plaintiffs and Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interests of avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that Plaintiffs consider the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class; and Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

8. FWMEP asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies each and all of the claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. FWMEP, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever.

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among Plaintiffs, on behalf of themselves and the proposed Settlement Class, and FWMEP that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

## **II. DEFINITIONS**

9. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

- a. “Action” means the putative class action lawsuit captioned as *In re Fort Wayne Medical Education Program Data Incident Litigation*, docketed as Cause No. 02D02-2510-CE-000038, presently pending in the State of Indiana Commercial Court, Allen Superior Court.
- b. “Agreement” or “Settlement Agreement” or “Settlement” means this Settlement Agreement, Exhibits, and the settlement embodied herein.
- c. “Alternative Cash Payment” means a payment of Forty Dollars and Zero Cents (\$40.00) to each Settlement Class Member who elects to receive this payment in lieu of a claim for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Lost Time, Credit Monitoring and/or Medical Monitoring.

- d. “Approved Claim(s)” means any Claim approved by the Settlement Administrator or found to be valid through the appeal process set forth in this Agreement.
- e. “Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.
- f. “Claimant” means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
- g. “Claims Administrator” or “Settlement Administrator” means Simpluris, Inc., or another third-party settlement administrator chosen by the Parties to provide Notice of the Settlement to the Settlement Class and administer the Settlement, subject to approval of the Court.
- h. “Claims Deadline” means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be sixty (60) days after the Notice Date.
- i. “Claim Form” means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Settlement Administrator as needed. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.
- j. “Class Counsel” refers to Lynn Toops of CohenMalad, LLP.
- k. “Class Representatives” means Plaintiffs (as defined later in this section).
- l. “Complaint” means the Consolidated Class Action Complaint filed by Plaintiffs in the Action on November 19, 2025.
- m. “Court” means the Honorable Craig J. Bobay of the State of Indiana Commercial Court, Allen Superior Court, or such other Court sitting in its stead.
- n. “Credit Monitoring Services” means credit monitoring and identity protection services, or other comparable service, for a period of two (2) years. The service shall include credit monitoring from one (1) credit bureau, access to credit report(s) and identity theft insurance.
- o. “Effective Date of Settlement” or “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment, as defined below, has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer

subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects.

- p. “Extraordinary Out-of-Pocket Losses” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that is/are: (1) an actual, documented and unreimbursed monetary loss; (2) more likely than not caused by the Incident; (3) occurred on or after December 12, 2024; and (4) is not already covered under one or more of the normal reimbursement categories, and the Settlement Class Member has made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.
- q. “Fees Award and Costs” means the reasonable attorneys’ fees, costs, and expenses incurred by counsel for Plaintiffs and awarded by the Court, not to exceed the amount agreed to by the Parties.
- r. “Final Approval Hearing” means the hearing to determine whether the Settlement of the Action should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs and expenses and service awards for the Class Representatives should be approved.
- s. “Final Judgment” means a judgment entered by the Court, as discussed in Section XII, below.
- t. “Group 1 Settlement Class Member(s)” means any Person who falls within the definition of the Group 1 Settlement Subclass.
- u. “Group 1 Settlement Subclass” means all Settlement Class Members whose Social Security number(s) was/were potentially compromised as a result of the Incident.
- v. “Group 2 Settlement Class Member(s)” means any Person who falls within the definition of the Group 2 Settlement Subclass.
- w. “Group 2 Settlement Subclass” means all Settlement Class Members whose PII and/or PHI, but not including their Social Security number(s), was/were potentially compromised as a result of the Incident.
- x. “Incident” means the data incident described in the Complaint discovered by FWMEP in or around December 2024.
- y. “Litigation” means all claims and causes of action asserted in the Action, or that could have been asserted, against FWMEP and the Released Parties, including any and all appellate rights, as well as any other such actions by and on behalf of any other individuals or putative classes of individuals originating, or that may

originate, in the jurisdictions of the United States against FWMEP relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the Action.

- z. “Lost Time” means time spent remedying issues relating to the Incident.
- aa. “Medical Monitoring Services” means medical monitoring services, or other comparable service, for a period of two (2) years.
- bb. “Notice” means the Postcard Notice substantially in the form, included within **Exhibit B**, attached hereto, which is to be mailed to Settlement Class Members via U.S.P.S. First Class Mail, subject to approval by the Court. Notice also means the Long Form Notice, included within **Exhibit C**, attached hereto, which is to be made available to the Settlement Class Members on the Settlement Website maintained by the Settlement Administrator, without material alteration (except where necessary to render it electronically accessible).
- cc. “Notice and Administration Expenses” means all of the expenses incurred by the Claims Administrator in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and disbursing the benefits made available under this Settlement to Settlement Class Members. Notice and Administration Expenses also includes all reasonable third-party fees and expenses incurred by the Claims Administration in administering the terms of this Agreement.
- dd. “Notice Date” means the first date upon which the Notice is disseminated.
- ee. “Notice Deadline” means the last day by which Notice must begin issuing to the Class, and will initially occur thirty (30) days after entry of the Preliminary Approval Order.
- ff. “Objection Deadline” means the deadline for objections to the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.
- gg. “Opt-Out Deadline” means the deadline for requests to opt-out of the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Date.
- hh. “Order and Final Judgment” means an order of the Court granting Final Approval of the Settlement and the corresponding Final Judgment. A proposed form of the Order and Final Judgment is included within **Exhibit E**, attached hereto.

- ii. “Ordinary Out-of-Pocket Losses” means documented unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Incident. Out-of-Pocket Losses may include, without limitation, the following: (1) costs incurred on or after December 12, 2024, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring, medical monitoring or other mitigative costs that were incurred on or after December 12, 2024, through the date of the Settlement Class Member’s claim submission.
- jj. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion by the Opt-Out Deadline.
- kk. “Parties” means (i) Plaintiffs, on behalf of themselves and the Settlement Class, and (ii) FWMEP.
- ll. “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 thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.
- mm. “PHI” means protected health information, including but not limited to any information regarding an individual’s medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional or an individual’s health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- nn. “PII” means personally identifiable information, including but not limited to U.S. Social Security number, driver’s license number, state identification card number, or other government-issued identification number, account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial information, biometric data, DNA profile, user name or email address in combination with any required security code, and access code or password that would permit access to an online account.
- oo. “Plaintiffs” means Plaintiffs Stacey Alexander, Brittney Hill, Nikol Christlieb, Laura Bell, Jason Smead, Brandy Smith and Randy Zerler.
- pp. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement and directing mailed notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court. A proposed form of the Preliminary Approval Order is included within **Exhibit D**, attached hereto.

- qq. “Private Information” means, collectively, PII and/or PHI.
- rr. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that the Releasing Parties had or have that have been or could have been asserted in the Action or that otherwise relate to or arise from the Incident, the operative facts alleged in the Action, including the Complaint and any amendment thereto, the alleged access, disclosure and/or acquisition of Settlement Class Members’ Personal Information in the Incident, FWMEP’s provision of notice to Settlement Class Members following the Data Incident, FWMEP’s information security policies and practices, or FWMEP’s maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.
- ss. “Released Parties” means FWMEP and each and every of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”
- tt. “Releasing Parties” means the Class Representatives and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representative, agents, partners, successors, attorneys and assigns.
- uu. “Request for Exclusion” means a 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 provided for in the Notice, and on or before the Opt-Out Deadline.
- vv. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in the Action.
- ww. “Settlement Class” means all Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List. The Settlement Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel and any members of their immediate families; (ii) FWMEP, and any entity in which FWMEP has a controlling interest, is a parent or subsidiary, or which is controlled by FWMEP, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of FWMEP; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to

any such charge. The Settlement Class includes the Group 1 Settlement Subclass and Group 2 Settlement Subclass.

- xx. “Settlement Class List” means the list generated by FWMEP containing the full names and current or last known addresses for Settlement Class Members, which FWMEP shall provide to the Claims Administrator within fourteen (14) days of the Preliminary Approval Order. The Settlement Class List shall include information as to whether each Settlement Class Member is a Group 1 Settlement Subclass Member or Group 2 Settlement Subclass Member.
- yy. “Settlement Class Member” means any Person who falls within the definition of the Settlement Class, and includes the Group 1 Settlement Subclass Member(s) and Group 2 Settlement Subclass Member(s).
- zz. “Settlement Payment” or “Settlement Check” means the payment to be made via mailed check or electronic payment to a Participating Settlement Class Member who has submitted an Approved Claim
- aaa. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiffs’ motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiffs’ motion for a Fee Award and Costs and/or Service Award Payment(s), and the Complaint. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.
- bbb. “FWMEP” or “Defendant” means Defendant FWMEP.
- ccc. “FWMEP’s Counsel” or “Defendant’s Counsel” means Janet Thompson, Joseph Salvo and John Mills of Gordon Rees Scully Mansukhani, LLP.
- ddd. “Unknown Claims” means any of the Released Claims that any Settlement Class Members, including the Class Representatives, 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 Parties stipulate and agree that upon the Effective Date, the Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall

have, waived the provisions, right, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, 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 the Class Representatives, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Final Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all of the Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

### **III. SETTLEMENT BENEFITS TO CLASS**

Subject to the terms of this Agreement, FWMEP shall make available the following benefits (none of which are mutually exclusive) to Participating Settlement Class Members who have submitted Approved Claims:

10. **Ordinary Out-of-Pocket Losses Reimbursement:** Participating Settlement Class Members who suffered Ordinary Out-of-Pocket Losses fairly traceable to the Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to Five Hundred Dollars and Zero Cents (\$500.00), but not more than the documented loss proven.

- a. Participating Settlement Class Members who elect to submit a claim for Ordinary Out-of-Pocket Losses Reimbursement must provide the Settlement Administrator with the information required to evaluate the claim, including: (1) the Participating Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Participating Settlement Class Member has been reimbursed for the loss by another source.
- b. Documentation supporting Ordinary Out-of-Pocket Losses may include receipts or other documentation that documents the costs incurred. "Self-prepared" documents

such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support to other submitted documentation. Ordinary Out-of-Pocket Losses that are compensated under this Settlement Agreement are those that are reasonable and customarily incurred when responding to the type of fraud or identity theft suffered by the Participating Settlement Class Member from the Incident and which occurred on or after December 12, 2024.

- c. No Participating Settlement Class Member shall be eligible for reimbursement of Ordinary Out-of-Pocket Losses if they have been reimbursed for these Ordinary Out-of-Pocket Losses through another source, including, without limitation, any credit card, or credit monitoring/identity protection or financial service/insurance.
- d. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Ordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Incident. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- e. Claims for reimbursement of Ordinary Out-of-Pocket Losses can be combined with claims for reimbursement of Lost Time; however, those claims are subject to a combined Five Hundred Dollars and Zero Cents (\$500.00) aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Out-of-Pocket Losses and Lost Time exceed, in the aggregate, Five Hundred Dollars and Zero Cents (\$500.00).

**11. Extraordinary Out-of-Pocket Losses Reimbursement:** Participating Settlement Class Members who suffered Extraordinary Out-of-Pocket Losses fairly traceable to the Incident, and timely submit a claim supported by reasonable documentation of their claim, will be eligible for a payment of up to Five Thousand Dollars and Zero Cents (\$5,000.00), but not more than the documented loss proven.

- a. Participating Settlement Class Members who elect to submit a claim for Reimbursement of Extraordinary Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Participating Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Class Member has been reimbursed for the loss by another source.
- b. Documentation supporting Extraordinary Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Participating Settlement

Class Member that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

- c. The Settlement Administrator shall have the sole discretion and authority to determine whether the claim for Extraordinary Out-of-Pocket Losses, including whether and to what extent documentation for Extraordinary Out-of-Pocket Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Data Incident. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- d. Additionally, in determining whether a claim for Extraordinary Out-of-Pocket Losses is valid, the Settlement Administrator must determine that: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Incident; (3) the loss occurred on or after December 12, 2024; (4) the loss is not already covered by one or more of the normal reimbursement categories provided under this Settlement Agreement; and (5) the Participating Settlement Class Member has made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the benefits made available to the Participating Settlement Class Member under any applicable credit card, credit monitoring/identity protection or financial service(s). The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- e. In no event shall an Approved Claim for reimbursement of Extraordinary Out-of-Pocket Losses exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

**12. Reimbursement for Lost Time:** Participating Settlement Class Members may submit a claim for up to four (4) hours of attested-to Lost Time spent dealing with the Incident at a rate of Twenty Dollars and Zero Cents (\$20.00) per hour by providing a brief description of (1) the action taken in response to the Incident; and (2) the time associated with each action.

- a. The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met in order to award payments for reimbursement of Lost Time. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- b. Claims for reimbursement of Lost Time can be combined with claims for reimbursement of Ordinary Out-of-Pocket Losses; however, those claims are subject to a combined Five Hundred Dollars and Zero Cents (\$500.00) aggregate cap. In no event shall an Approved Claim for reimbursement of Ordinary Out-of-

Pocket Losses and Lost Time exceed, in the aggregate, Five Hundred Dollars and Zero Cents (\$500.00).

13. **Credit Monitoring Services:** Participating Group 1 Settlement Class Members can elect to enroll in Credit Monitoring Services. Participating Group 1 Settlement Class Members must affirmatively request Credit Monitoring Services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Participating Group 1 Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form. Participating Group 2 Settlement Class Members may not claim Credit Monitoring Services, but are entitled to claim Medical Monitoring Services pursuant to Paragraph 14 below.

14. **Medical Monitoring Services:** Participating Group 2 Settlement Class Members can elect to enroll in Medical Monitoring Services. Participating Group 2 Settlement Class Members must affirmatively request Medical Monitoring Services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Participating Group 2 Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form. Participating Group 1 Settlement Class Members may not claim Medical Monitoring Services, but are entitled to claim Credit Monitoring Services pursuant to Paragraph 13 above.

15. **Alternative Cash Payment:** In lieu of filing a claim for reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Lost Time, Credit Monitoring Services and/or Medical Monitoring Services under Paragraphs 10-14 above, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of Forty Dollars and Zero Cents (\$40.00).

- a. The Settlement Administrator shall verify that each person who submits a Claim Form for an Alternative Cash Payment is a Participating Settlement Class Member. A Participating Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Participating Settlement Class Member is electing to claim the Alternative Cash Payment in lieu of a claim for reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Lost Time, Credit Monitoring Services and/or Medical Monitoring Services.
- b. The Settlement Administrator may contact Participating Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity. In the event of any ambiguities in the Claim Form, the Settlement Administrator must contact the Participating Settlement Class Member prior to making a determination as to its validity and, specifically, whether the Participating Settlement Class Member wishes to file a claim for an Alternative Cash Payment or a claim for reimbursement of Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses, Lost Time, Credit Monitoring Services and/or Medical Monitoring Services.

#### **IV. STIPULATED CLASS ACTION SETTLEMENT CERTIFICATION**

16. Only for purposes of effectuating the Settlement, Class Representatives, Class Counsel, and FWMEP agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representatives, Class Counsel, and FWMEP further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class.

17. Such agreement and stipulation to certification of the Settlement Class and appointment of Class Counsel is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the effective date. Should such events not occur or in the event this Agreement is terminated for any reason, FWMEP reserves the right to object to class certification *de novo*. This Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort. This Agreement shall have no precedential effect with regard to any other lawsuit against FWMEP that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

18. Class Representatives, Class Counsel, and FWMEP agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and adequate, and made in good faith. Class Counsel shall bear the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

19. Class Representatives, Class Counsel, and FWMEP agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

#### **V. RELEASE**

20. Upon the Effective Date, and without any further action, for good and valuable consideration the adequacy of which is hereby acknowledged, each Releasing Party shall be deemed to have fully, finally, and forever released, relinquished, and discharged any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties related to any Released Claim. The Released Claim(s) include the release of Unknown Claims. It is further agreed that this Settlement may be pleaded as a complete defense to any proceeding subject to this Paragraph.

## **VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE**

21. The Claims Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

22. No later than fourteen (14) days after entry of the Preliminary Approval Order, FWMEP shall provide the Settlement Class List to the Claims Administrator. The Settlement Class List shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class List.

23. Dissemination of the Notice shall be accomplished by the Claims Administrator and the Claims Administrator shall comply with the following:

- a. National Change of Address Search: The Claims Administrator shall cross-check the Settlement Class against the National Change of Address directory to ensure the most recent and accurate addresses are used to disseminate the Notice. Upon receipt of any notice of address or forwarding address, the Claims Administrator shall re-mail any Notice so returned with a forwarding address.
- b. Settlement Website: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create the Settlement Website. The Settlement Website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Participating Settlement Class Members with the ability to make Claims for other Class benefits, and allow Participating Settlement Class Members to submit documents to supplement or cure deficient Claims.
- c. Settlement Toll-Free Number: The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.
- d. First Class Mail Notice: Within thirty (30) days of the Preliminary Approval order, the Claims Administrator shall commence the dissemination of the Notice. Notice shall be given by U.S.P.S. mail.

24. The administration of the Settlement is defined as the approval of the form of notice program and all related forms; initial mailing of the Notice; creation and maintenance of Settlement Website; administration and coordination of the mailing and distribution of codes for Credit Monitoring Services, Medical Monitoring Services, and/or Settlement Payments after final approval of Settlement; day-to-day administration of the Settlement, including responding to Settlement Class Member inquiries; delivery to the Parties of any requests for opt-outs or objections; communication to the Parties about any issues that may arise; and the preparation of

an Affidavit of Fairness of the Notice Program to be submitted to the Court with the Motion for Final Approval.

25. The notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper claim for by mail or by filling out an online claim form to be developed by the Claims Administrator.

26. The Claims Administrator shall inform Class Counsel and Defendant's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members.

27. Settlement Payments and codes for Credit Monitoring Services and Medical Monitoring Services for Approved Claims shall be issued, mailed or emailed after the Effective Date and within thirty (30) days of the Effective Date and/or thirty (30) days of the date that the Claim is approved, whichever is latest.

28. Negotiating a Settlement Payment is a condition precedent to any Participating Settlement Class Member's right to receive cash Settlement benefits. All settlement checks shall be void sixty (60) days after issuance and shall bear the language: "This check must be cashed within 60 days of its date, after which time it is void." If a check and/or payment becomes void, the Participating Settlement Class Member shall have an additional thirty (30) days after the date the check and/or payment becomes void to request re-issuance. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of cash Settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and FWMEP shall have no obligation to make payments to the Participating Settlement Class Member for any type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void, except for good cause as determined by the Claims Administrator in its professional judgment.

29. Activating the code(s) for Credit Monitoring Services and/or Medical Monitoring Services is a condition precedent to any Participating Settlement Class Member's right to receive Credit Monitoring or Medical Monitoring. All code(s) for Credit Monitoring Services and Medical Monitoring Services shall be void sixty (60) days after issuance. If a code for Credit Monitoring Services and/or Medical Monitoring Services becomes void, the Participating Settlement Class Member shall have an additional thirty (30) days after the date the code becomes void to request re-issuance. If no request for re-issuance is made within this period, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of these Settlement benefits, the Settlement Class Member's right to receive Credit Monitoring Services or Medical Monitoring Services shall be extinguished, and FWMEP shall have no obligation to provide Credit Monitoring Services or Medical Monitoring Services to the Participating Settlement Class Member. The same provisions shall apply to any re-issued code(s). For any code(s) that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such code(s) become void, except for good cause as determined by the Claims Administrator in its professional judgment.

30. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Payment(s) and/or code(s) for Credit Monitoring Services and/or Medical Monitoring Services, as applicable, to the Participating Settlement Class Member's estate upon receiving proof that the Participating Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

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

32. No Person shall have any claims against the Claims Administrator, Class Representatives, Class Counsel, FWMEP, and/or FWMEP's Counsel based on distribution of benefits to Settlement Class Members. Nothing contained herein shall be deemed a release of any claim against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

33. The Parties, Class Counsel, FWMEP's Counsel and the Released Parties shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

34. The Settlement Administrator shall defend, indemnify and hold harmless the Parties, Class Counsel, FWMEP's Counsel and the Released Persons for (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

## **VII. OPT-OUT AND OBJECTION PROCEDURES**

35. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to submit a Request for Exclusion and exclude themselves from the Settlement Class as set forth in the Preliminary Approval Order. In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Claims Administrator postmarked no later than the Opt-Out Date. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words

“Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude his or herself from the Settlement and will be bound by the Settlement as a Participating Settlement Class Member, regardless of whether such individual files a Claim for benefits under this Settlement.

36. The Claims Administrator shall cause copies of Requests for Exclusion from Settlement Class Members to be provided to Class Counsel and Defendant’s Counsel as they are received. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and Defendant’s Counsel a complete and final list of all known Settlement Class Members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

37. Within ten (10) days after receipt of the list of all known Settlement Class Members who have excluded themselves from the Settlement, provided that there have been more than twenty-five (25) Opt-Outs (exclusions), FWMEP may, by notifying Class Counsel in writing, void this Agreement. If FWMEP voids the Agreement pursuant to this Paragraph, FWMEP shall be obligated to pay all Notice and Administration Expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Class Counsel and service awards.

38. The Notice will inform the Settlement Class Members that they may submit a written objection to the Settlement Administrator postmarked no later than the Objection Date. To be valid, an objection must state: (a) the name of the proceedings; (b) the Settlement Class Member’s full name, address, telephone number (if any), and email address (if any); (c) information identifying the objector as a Settlement Class Member; (d) a written statement of all grounds for the objection, accompanied by any legal support or documentation the objector cares to submit; (e) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (f) the identity of all lawyers (if any) representing the objector; (g) a statement of whether the objector or his/her attorneys intends to appear at the Final Fairness Hearing; (h) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (i) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (j) the objector’s signature.

39. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk of the State of Indiana Commercial Court, Allen Superior Court no later than the Objection Date. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the Settlement Administrator, Class Counsel and Defendant’s, postmarked no later than the Objection Date. The Notice must set forth the time and the place of the Final Fairness Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Section waives the right to object or be heard at the Final Fairness Hearing and shall forever be barred from making any objection to the Settlement.

## **VIII. DISPUTE RESOLUTION FOR CLAIMS**

40. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether a Claim is a valid and complete claim and should be approved under the terms of this Agreement (collectively, “Complete and Plausible”). The Claims Administrator may, at any time, request from the Participating Settlement Class Member, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the Claim (“Claim Supplementation”), e.g., documentation requested on the Claim Form, information regarding the claimed Ordinary Out-of-Pocket Losses and/or Extraordinary Out-of-Pocket Losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof.

41. The Claims Administrator’s initial review will be limited to a determination of whether the Claim is Complete and Plausible. For any such Claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those Claims to counsel for the Parties. If Class Counsel and Defendant’s Counsel agree that the Claimant’s Claim is Complete and Plausible, then the Claim shall be paid. If the Parties agree that the Claim is incomplete and/or implausible, it shall be denied. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to a mediator pursuant to agreement between the Parties (the “Claims Referee”), for resolution.

42. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the Claim is Complete and Plausible, the Claims Administrator shall request Claim Supplementation and give the Claimant twenty-one (21) days to cure the defect before rejecting the Claim. If the Claims Administrator requests Claim Supplementation in connection with a claim for Ordinary Out-of-Pocket Losses, Extraordinary Out-of-Pocket Losses and/or Lost Time, the Claims Administrator shall provide the Claimant the opportunity to convert their Claim to a Claim for an Alternative Cash Payment. 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 30-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 deadline in which to comply; however, in no event shall the deadline be extended to later than one year from the Effective Date. If the defect is not cured, then the Claim will be deemed invalid and there shall be no obligation to pay the Claim.

43. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have seven (7) 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 Complete and Plausible, then the Claim shall be paid. If the Claim is not Complete and Plausible because the Claimant has not provided all information needed to complete the claim form and evaluate the Claim, then the Settlement Administrator may reject the Claim. If the Claim is rejected in whole or in part, for other reasons, then the Claim shall be referred to counsel for the Parties. If Class Counsel and Defendant’s Counsel agree that the Claimant’s Claim is incomplete and/or implausible then no further action

shall be taken. If the Parties agree that the Claimant's Claim is Complete and Plausible then the Claim shall be paid. If the Parties do not agree, after meeting and conferring, then the Claim shall be referred to the Claims Referee for resolution. Once a final determination regarding a Claim has been made, notice will be sent to the Claimant by the Claims Administrator regarding whether the Claim has been accepted, in whole or lesser amount, or rejected.

44. Participating Settlement Class Members shall have ten (10) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Participating Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have seven (7) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within ten (10) days, then the dispute will be submitted to the Parties within an additional ten (10) days.

45. If any dispute cannot be resolved by the Parties and is submitted to the Claims Referee, the Claims Referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days. Alternatively, the Claims Referee may make any other final determination of the dispute or request further supplementation of a Claim within thirty (30) days. The Claims Referee's determination shall be based on whether the Claims Referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Incident. 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 receipt of all supplemental information requested.

## **IX. NOTICE AND ADMINISTRATION EXPENSES**

46. All costs of notice and administration, including without limitation, the fees and expenses of the Claims Administrator and Claims Referee, shall be paid separately by FWMEP directly to the Claims Administrator, Claims Referee, or other party.

## **X. ATTORNEYS' FEES, COSTS, EXPENSES AND INCENTIVE AWARDS**

47. Plaintiffs will move the Court for a Fee Award and Costs not to exceed Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00), which FWMEP will not oppose.

48. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Class Counsel and any other attorney(s) for Plaintiffs. FWMEP and the Released Parties shall have no liability or any other responsibility for allocation of any such attorneys' fees and costs.

49. Plaintiffs will also move the Court for an order awarding Service Award Payment not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each, for a total of Seventeen Thousand Five Hundred Dollars (\$17,500.00), which FWMEP will not oppose.

50. Any Fee Award and Costs and Service Awards awarded by the Court shall be paid within twenty-one (21) days after the Effective Date of Settlement or Defendant's Counsel's receipt of a completed IRS Form W-9 for Class Counsel and Plaintiffs, whichever is later.

51. The amount(s) of any Fee Award and Costs and/or Service Award Payment are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Class Counsel will file an application for Fee Award and Costs and Service Award Payment within forty-five (45) days after the Notice Date.

52. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of Fee Award and Costs and/or Service Award Payment ordered by the Court to the Class Counsel or Class Representatives shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' fees, costs, and expenses, as agreed to in this Section, will not be paid until any appeal or other review proceeding regarding the attorneys' fees, costs, and expenses has been resolved.

## **XI. PRELIMINARY APPROVAL OF SETTLEMENT**

53. Within ten business days ten (10) days after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiff's Motion for Preliminary Approval, which is attached hereto as **Exhibit D**, 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 Class Counsel as counsel for the Settlement Class;
- d. Appointment of Class Representatives as representatives for the Settlement Class;
- e. Approval of the form and content of the Notice as contemplate by this Agreement;
- f. Appointment of a Claims Administrator as jointly agreed by the Parties.

54. Class Counsel shall provide FWMEP's Counsel with a draft of the Motion for Preliminary Approval before filing and provide the opportunity to review and comment. FWMEP and FWMEP's Counsel shall cooperate with Class Counsel to obtain preliminary approval of the Settlement consistent with the terms herein.

## **XII. FINAL JUDGMENT**

55. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of a Order and Final Judgment, substantially similar to the form attached hereto as **Exhibit E**.

56. Class Counsel shall provide FWMEP's Counsel with a draft of the Motion for Final Approval before filing and provide the opportunity to review and comment. FWMEP and FWMEP's Counsel shall cooperate with Class Counsel to obtain final approval of the Settlement consistent with the terms herein.

### **XIII. TERMINATION**

57. The Parties shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (1) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Agreement and indicating that it would not enter a Preliminary Approval if the Parties make revisions that were materially consistent with this Agreement; (2) the Settlement Court declining to enter an Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Settlement Court's sole discretion, the amount of the attorneys' fees and expenses award and service awards in accordance with this Agreement) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Agreement; (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Agreement (except with respect to the amount of the attorneys' fees and expenses or service awards); (4) FWMEP's receipt of more than twenty-five (25) Opt-Outs (exclusions) after the Opt-Out Deadline from the Settlement Administrator, which right may be exercised solely by FWMEP as set forth in this Agreement; or (5) the mutual agreement of Plaintiffs and FWMEP to terminate this Agreement. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order on Plaintiff's application for Fee Award and Costs and/or Service Award Payments shall constitute grounds for cancellation or termination of the Agreement.

58. In the event any of the parties exercise the right to termination, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding for any purpose, and 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.

### **XIV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT**

59. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part or any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any

action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Complaint.

## **XV. MISCELLANEOUS PROVISIONS**

60. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

61. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Class Representatives and the Participating Settlement Class Members.

62. The Parties agree that the benefits provided herein and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement with the assistance of an experienced and independent mediator and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

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

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

65. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

66. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

67. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Indiana. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Indiana.

68. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

69. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

70. Plaintiffs represent and warrant that they have not assigned or transferred any interest in the Action, which is the subject of this Agreement, in whole or in part. Plaintiffs acknowledge that they have been represented by counsel of their choosing in the Action and the negotiation and execution of this Agreement, that they fully understand this Agreement, and that they have had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

71. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

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

73. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

74. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

75. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

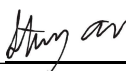
76. FWMEP may communicate with the Settlement Class Members in the ordinary course of its business. FWMEP will refer inquiries regarding this Agreement and the administration of the Settlement to the Settlement Administrator and/or Class Counsel.

**IN WITNESS WHEREOF**, the Parties have, through their respective counsel, executed this Settlement Agreement as of the date first written above.

**SIGNATURES OF THE PARTIES**

**STACEY ALEXANDER**

Dated: 07 / 20 / 2026 \_\_\_\_\_

 \_\_\_\_\_

**BRITTNEY HILL**

Dated: 07 / 07 / 2026 \_\_\_\_\_

 \_\_\_\_\_

**NIKOL CHRISTLIEB**

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

\_\_\_\_\_

**LAURA BELL**

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

\_\_\_\_\_

**JASON SMEAD**

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

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**BRANDY SMITH**

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

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**BRITTNEY HILL**

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

\_\_\_\_\_

**NIKOL CHRISTLIEB**

Dated: 07 / 10 / 2026

*Nikol christlieb*

**LAURA BELL**

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

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**JASON SMEAD**

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

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**BRANDY SMITH**

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

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**BRITTNEY HILL**

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

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**NIKOL CHRISTLIEB**

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

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**LAURA BELL**

Dated: Laura A. Bell

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*Laura A. Bell*

Laura A. Bell (Jul 7, 2026 17:40:48 EDT)

**JASON SMEAD**

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

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**BRANDY SMITH**

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

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**BRITTNEY HILL**

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

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**NIKOL CHRISTLIEB**

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

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**LAURA BELL**

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

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**JASON SMEAD**

Dated: 7/9/2026

*Jason Smead*

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\_\_\_\_\_

**BRANDY SMITH**

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

\_\_\_\_\_

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**BRITTNEY HILL**

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

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**NIKOL CHRISTLIEB**

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

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**LAURA BELL**

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

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**JASON SMEAD**

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

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**BRANDY SMITH**

Dated: 07/16/2026

Brandy Sumith

**RANDY ZERLER**

Dated: 07/14/26 \_\_\_\_\_

  
\_\_\_\_\_  
Randy Wayne Zerler (Jul 14, 2026 11:24:24 EDT)

**COHENMALAD, LLP**

Dated: 7-21-2026 \_\_\_\_\_

  
\_\_\_\_\_

BY: Lynn A. Toops \_\_\_\_\_

TITLE: Partner \_\_\_\_\_

**MILBERG, PLLC**

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

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

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

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SHAMIS & GENTILE P.A.**

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

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RANDY ZERLER**

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

\_\_\_\_\_

**COHENMALAD, LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MILBERG, PLLC**

Dated: 07/14/2026

\_\_\_\_\_

BY: Gary Klinger

TITLE: Senior Partner

**STRAUSS BORRELLI PLLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SHAMIS & GENTILE P.A.**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RANDY ZERLER**

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

\_\_\_\_\_

**COHENMALAD, LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MILBERG, PLLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

Dated: 07 / 13 / 2026

*Raina Borrelli*

BY: Raina Borrelli

TITLE: Partner

**SHAMIS & GENTILE P.A.**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RANDY ZERLER**

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

\_\_\_\_\_

**COHENMALAD, LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MILBERG, PLLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STRAUSS BORRELLI PLLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SHAMIS & GENTILE P.A.**

Dated: 07 / 07 / 2026

*Leanna Loginov*

BY: Leanna Loginov, Esq.

TITLE: Partner

**KOPELOWITZ OSTROW P.A.**

Dated: Jul 7, 2026

Jeffrey Ostrow  
Jeffrey Ostrow (Jul 7, 2026 14:57:01 EDT)

BY: Jeffrey Ostrow

TITLE: Managing Partner

**MCNEELYLAW LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WELDY LAW**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**KOPELOWITZ OSTROW P.A.**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MCNEELYLAW LLP**

Dated: \_\_\_\_\_ 07/20/2026

*Ryan J. Guillory* \_\_\_\_\_

BY: \_\_\_\_\_ Ryan Guillory

TITLE: \_\_\_\_\_ Partner

**CAFFERTY CLOBESS MERIWETHER & SPRENGEL LLP**

Dated: \_\_\_\_\_ 07/16/2026

*Nickolas J. Hagman* \_\_\_\_\_

BY: \_\_\_\_\_ Nickolas J. Hagman

TITLE: \_\_\_\_\_ Partner

**WELDY LAW**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**KOPELOWITZ OSTROW P.A.**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MCNEELYLAW LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WELDY LAW**

Dated: 07/15/26  
\_\_\_\_\_

*Ronald Weldy*  
\_\_\_\_\_

BY: Ronald E. Weldy  
\_\_\_\_\_

TITLE: Local Counsel  
\_\_\_\_\_

**EKSM LLP**

Dated: 07/14/26



BY: Leigh Montgomery

TITLE: Partner

**POYNTER & BUCHERI LLC**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COLE & VAN NOTE**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FORT WAYNE MEDICAL EDUCATION PROGRAM**

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EKSM LLP**

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

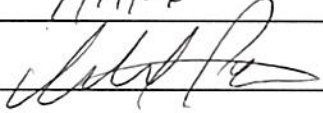
\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**POYNTER & BUCHERI LLC**

Dated: 7/14/26

\_\_\_\_\_ 

BY: DONALD POYNTER

TITLE: MEMBER

**COLE & VAN NOTE**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FORT WAYNE MEDICAL EDUCATION PROGRAM**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EKSM LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**POYNTER & BUCHERI LLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COLE & VAN NOTE**

Dated: 7/9/26

\_\_\_\_\_

BY: SCOTT COLE

TITLE: TIS Counsel

**FORT WAYNE MEDICAL EDUCATION PROGRAM**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EKSM LLP**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**POYNTER & BUCHERI LLC**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**COLE & VAN NOTE**

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

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FORT WAYNE MEDICAL EDUCATION PROGRAM**

Dated: July 9, 2026 \_\_\_\_\_

Signed by:  
  
7BD74CEFB42A421...

BY: Zachry L. Waterson, DO, FAAFP \_\_\_\_\_

TITLE: CEO/DIO/PD \_\_\_\_\_

**GORDON REES SCULLY MANSUKHANI, LLP  
(AS TO FORM ONLY)**

Dated: July 7, 2026 \_\_\_\_\_

DocuSigned by:  
  
2EC99E9F4B0647B...

BY: John T. Mills \_\_\_\_\_

TITLE: Partner \_\_\_\_\_

# **EXHIBIT A**

# CLAIM FORM AND RELEASE



## SUPERIOR COURT FOR ALLEN COUNTY, INDIANA

*In re Fort Wayne Medical Education Program Data Incident Litigation*

Case No. 02D02-2510-CE-000038

FWMEP Data Incident Settlement  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799

(XXX) XXX-XXXX  
info@[SettlementWebsite].com  
www.[SettlementWebsite].com

### TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List."

**Excluded from the Settlement Class** are: (i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel and any members of their immediate families; (ii) FWMEP, and any entity in which FWMEP has a controlling interest, is a parent or subsidiary, or which is controlled by FWMEP, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of FWMEP; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads nolo contendere to any such charge.

You may submit your Claim Form through the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com), or by completing and signing this Claim Form.



**Claims must be received by [Claims Deadline].**



Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator  
FWMEP Data Incident Settlement  
P.O. Box [PO Box Number]  
Santa Ana, CA 92799

**Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.**

## GENERAL INFORMATION

«Case\_Name»  
«2DBarcode»

Page 1 of 8  
SIMID: «SIMID» | CaseID: [CaseID]

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

1. Complete information about the proposed Settlement is available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

## AVAILABLE BENEFITS

FWMEP has agreed to pay for a number of Class benefits, which are explained below. All Class Members are eligible to claim either **Credit Monitoring Services** or **Medical Monitoring Services**, and/or one or more **cash payments**.

### CREDIT MONITORING SERVICES OR MEDICAL MONITORING SERVICES

All Class Members are eligible to claim either Credit Monitoring Services or Medical Monitoring Services. Your specific eligibility will depend on whether your Social Security number may have been compromised in the Data Incident.

If it was, you are part of **Group 1**, and eligible to claim Credit Monitoring Services. If it was not, you are part of **Group 2**, and eligible to claim Medical Monitoring Services. FWMEP has provided this information to the Settlement Administrator, and you will receive the appropriate service if you file a valid claim.

**Credit Monitoring Services.** All **Group 1** Class Members are eligible to claim two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

**Medical Monitoring Services.** All **Group 2** Class Members are eligible to claim two years of CyEx Medical Shield Complete. 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 PAYMENTS

**Reimbursement for Ordinary Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between December 12, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Reimbursement for Extraordinary Out-of-Pocket Losses.** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between December 12, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

**Reimbursement for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time, including how much time you spent on each task you claim. The amount you claim for Lost Time will count toward the \$500.00 Ordinary Out-of-Pocket Losses cap.

**Alternative Cash Payment.** *Instead of any other payments or benefits*, you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

Online:                [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)  
By email:            [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)  
By toll-free call:    **(XXX) XXX-XXXX**  
By mail:             Claims Administrator  
                         FWMEP 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)

➔ **Claims must be received by **[Claims Deadline]**.** ➔

If your contact information changes after you submit your claim, notify the Claims Administrator.

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

MI

[illegible]

**Class Member Last Name**

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

**Address 1 (street name and number)**

[illegible]

**Address 2 (apartment, unit, or box number)**

[illegible]

## ZIP

[illegible]

Email Address

[illegible]**Telephone Number**

|  |   |  |   |  |
|--|---|--|---|--|
|  | - |  | - |  |
|--|---|--|---|--|

**Login ID (if known)**

[illegible]

## II. CREDIT MONITORING SERVICES or MEDICAL MONITORING SERVICES

- ☐ Check this box if you would like to enroll in two years of either Credit Monitoring Services from CyEx Financial Shield Complete, or Medical Monitoring Services from CyEx Medical Shield Complete. The Administrator will issue enrollment codes based on whether you are in Group 1 or Group 2.

## III. ORDINARY OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented out-of-pocket expenses. You can get back up to \$500.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

| <b>Description of Documentation Provided</b> | <b>Amount</b> |
|----------------------------------------------|---------------|
| <i>Example: Fee for credit report</i>        | <i>\$40</i>   |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
| <b>TOTAL CLAIMED:</b>                        |               |

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

## IV. EXTRAORDINARY OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$5,000.00.

*Please complete the table below, describing the supporting documentation you are submitting.*

| <b>Description of Documentation Provided</b> | <b>Amount</b> |
|----------------------------------------------|---------------|
| <i>Example: Unauthorized bank transfer</i>   | <i>\$500</i>  |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
|                                              |               |
| <b>TOTAL CLAIMED:</b>                        |               |

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

## V. LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$20.00) ☐ 2 hours (\$40.00) ☐ 3 hours (\$60.00)  
☐ 4 hours (\$80.00)

Describe what you spent this time on: \_\_\_\_\_

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If you claim reimbursement for Ordinary Out-of-Pocket Losses (Section III, above), the combined total is capped at \$500.00

## VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to claim a one-time \$40.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING ANY OTHER BENEFIT OR PAYMENT.**

## VII. PAYMENT SELECTION

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

[illegible]

☐ **VENMO**  
 Telephone number associated with your Venmo account, if different than you provided in Section I:

|  |  |  |   |  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|
|  |  |  | - |  |  |  | - |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|

[illegible]

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

|  |  |  |   |  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|
|  |  |  | - |  |  |  | - |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|

[illegible]

☐ **PHYSICAL CHECK**  
Payment will be mailed to the address provided in Section 1.

## VIII. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, 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.

### Class Member Signature

|  |
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MM

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DD

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YY

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|  |  |
|--|--|

Please print or type your name on the line above.

# **EXHIBIT B**

**Why am I receiving this notice?** A Settlement has been reached with Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program (“FWMEP”) in a class action lawsuit. The case is about the December 2024 cyberattack on FWMEP's computers (the “Data Incident”). Files containing private information were accessed. FWMEP 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 online.

**Who is included in the Settlement?** The Court has defined the class as: “All Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List.”

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

**What are the Settlement benefits?** You can claim two years of either **Credit Monitoring Services** or **Medical Monitoring Services** and/or one or more **cash payment** options.

If you have documented losses you can get back up to **\$500** for out-of-pocket expenses and up to **\$5,000** for fraud or identity theft losses. If you spent time fixing problems caused by this incident, you can get back \$20/hour for up to four hours (up to **\$80**). *Instead of any other benefit or cash payment*, you can get a one-time **\$40** Alternative Cash Payment.

Full details and instructions are available online.

---

**How do I receive a benefit?** File your claims online. For a full paper Claim Form call **(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 FWMEP 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 attorney's fees and costs of up to \$475,000, and \$2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.



FWMEP Data Incident Settlement  
c/o Settlement Administrator  
P.O. Box \_\_\_\_\_  
Santa Ana, CA 92799-9958

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

**In re Fort Wayne Medical Education  
Program Data Incident Litigation**  
Case No. 02D02-2510-CE-000038

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE DECEMBER 2024  
FORT WAYNE MEDICAL EDUCATION  
PROGRAM 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  
or scan this QR code for  
complete information.



LoginID: «ClaimLoginID»  
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»  
«Address1» «Address2»  
«City», «State» «Zip»

This notice is only a summary. Visit  
www.[SettlementWebsite].com  
or scan this QR code for  
complete information.



# **EXHIBIT C**



## Superior Court for Allen County, Indiana

*In re Fort Wayne Medical Education Program Data Incident Litigation*  
Case No. 02D02-2510-CE-000038

### NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE  
DECEMBER 2024 FORT WAYNE MEDICAL EDUCATION PROGRAM  
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 Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program (“FWMEP” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on FWMEP’s computer systems that occurred in December 2024 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as personally identifiable information (PII); protected health information (PHI).
- The lawsuit is called *In re Fort Wayne Medical Education Program Data Incident Litigation*, Case No. 02D02-2510-CE-000038. It is pending in the Superior Court for Allen County, Indiana (the “Litigation”).
- FWMEP 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.
- FWMEP’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 FWMEP.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

---

*In re Fort Wayne Medical Education Program Data Incident Litigation*

Page 1 of 11

«2DBarcode»

SIMID: «SIMID» | CaseID: [CaseID]

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

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | DEADLINE                 |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>SUBMIT A CLAIM</b>                                       | <p>The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. 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 |
| <b>OPT OUT OF THE SETTLEMENT</b>                            | 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 the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                                                                                                                                                   | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | 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 |
| <b>DO NOTHING</b>                                           | 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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## Basic Information

### 1. Why was this Notice issued?

The Superior Court for Allen County, Indiana, 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 *In re Fort Wayne Medical Education Program Data Incident Litigation*, Case No. 02D02-2510-CE-000038. It is pending in the Superior Court for Allen County, Indiana. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the December 2024 targeted cyberattack on FWMEP's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as personally identifiable information (PII); protected health information (PHI).

### 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 Stacey Alexander; Brittney Hill; Nikol Christlieb; Laura Bell; Jason Smead; Brandy Smith; and Randy Zerler. 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 attorney 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 whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List.”

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are: (i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel and any members of their immediate families; (ii) FWMEP, and any entity in which FWMEP has a controlling interest, is a parent or subsidiary, or which is controlled by FWMEP, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of FWMEP; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads nolo contendere to any such charge.

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: (XXX) XXX-XXXX
- By mail: FWMEP 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?

FWMEP has agreed to pay for a number of Class benefits, which are explained below. All Class Members are eligible to claim either **Credit Monitoring Services** or **Medical Monitoring Services**, and/or one or more **cash payments**.

#### **CREDIT MONITORING SERVICES or MEDICAL MONITORING SERVICES**

All Class Members are eligible to claim either Credit Monitoring Services or Medical Monitoring Services. Your specific eligibility will depend on whether your Social Security number may have been compromised in the Data Incident.

1. If it was, you are part of Group 1, and eligible to claim Credit Monitoring Services. If it was not, you are part of Group 2, and eligible to claim Medical Monitoring Services. FWMEP has provided this

information to the Settlement Administrator, and you will receive the appropriate service if you file a valid claim. **Credit Monitoring Services.** All **Group 1** Class Members are eligible to claim two years of CyEx Financial Shield Complete. This comprehensive service comes with \$1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

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

**2. Medical Monitoring Services.** All **Group 2** Class Members are eligible to claim two years of CyEx Medical Shield Complete. 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.

If you have questions about whether your Social Security number may have been compromised in the Data Incident, and whether you are part of Group 1 or Group 2, you can contact the Settlement Administrator any time at:

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: FWMEP Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]

Santa Ana, CA 92799-9958

## CASH PAYMENTS

**Reimbursement for Ordinary Out-of-Pocket Losses.** If you incurred actual, documented out-of-pocket expenses due to the Data Incident, you can get back up to **\$500.00**. The losses must have occurred between December 12, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

**Reimbursement for Extraordinary Out-of-Pocket Losses.** If you lost money because of identity theft or fraud, you can get back up to **\$5,000.00**.

You will need to show that:

- the theft or fraud was probably caused by the Data Incident
- the losses are not already covered by **Out-of-Pocket Expenses**
- you tried to prevent the loss or get your money back, such as by using insurance you already have

The losses must have occurred between December 12, 2024, and [Claims Deadline].

You need to send proof, like receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

**Reimbursement for Lost Time.** Class Members who spent time responding to the Data Incident may claim up to four hours, at \$20.00 per hour, for a maximum of **\$80.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must briefly describe how you spent this time, including how much time you spent on each task you claim. The amount you claim for Lost Time will count toward the \$500.00 Ordinary Out-of-Pocket Losses cap.

**Alternative Cash Payment.** *Instead of any other payments or benefits,* you may claim a one-time **\$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

- Email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: FWMEP 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 FWMEP about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section RELEASE) 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:

FWMEP 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, (XXX) XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto: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, including supporting documentation, 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 attorney Lynn Toops of CohenMalad, LLP, 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 \$475,000.00 as reasonable attorney's fees and reimbursement of litigation costs. This amount will be paid by FWMEP.

Class Counsel will also ask for Service Award Payment payments of \$2,500.00 for each of the Class Representatives. Service Award Payment payments will also be paid by FWMEP.

## 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 FWMEP 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: *In re Fort Wayne Medical Education Program Data Incident Litigation*, Case No. 02D02-2510-CE-000038, pending in the Superior Court for Allen County, Indiana;
- (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:

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

Your Request for Exclusion must be submitted, postmarked, or emailed 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:

- (a) the name of the proceedings;
- (b) the Settlement Class Member's full name, address, telephone number (if any), and email address (if any);
- (c) information identifying the objector as a Settlement Class Member;
- (d) a written statement of all grounds for the objection, accompanied by any legal support or documentation the objector cares to submit;
- (e) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (f) the identity of all lawyers (if any) representing the objector;
- (g) a statement of whether the objector or his/her attorneys intends to appear at the Final Fairness Hearing;
- (h) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- (i) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and
- (j) the objector's signature

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

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

| Clerk of the Court                    | Settlement Administrator                                                                          |
|---------------------------------------|---------------------------------------------------------------------------------------------------|
| Clerk of the Court<br>[Court Address] | FWMEP Data Incident Settlement<br>ATTN: Objections<br>[PO Box Number]<br>Santa Ana, CA 92799-9958 |

| Class Counsel                                                                                  | Counsel for Defendants                                                                                                                                  |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lynn Toops<br><b>COHENMALAD, LLP</b><br>1 Indiana Square, Suite 1400<br>Indianapolis, IN 46204 | Janet Thompson<br><b>GORDON REES SCULLY MANSUKHANI, LLP</b><br>1 Indiana Square, Suite 1400<br>Indianapolis, IN 46204<br><br>Joseph Salvo<br>John Mills |

## 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]** Eastern Time, in Room **[Court Room]** of the Superior Court for Allen County, Indiana, 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 Payment 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: (XXX) XXX-XXXX
- By mail: FWMEP 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**

**INDIANA COMMERCIAL COURT**

|                           |   |                                |
|---------------------------|---|--------------------------------|
| STATE OF INDIANA          | ) | ALLEN SUPERIOR COURT 2         |
|                           | ) | SS:                            |
| COUNTY OF ALLEN           | ) | CAUSE NO. 02D02-2510-CE-000038 |
|                           | ) |                                |
| IN RE: FORT WAYNE MEDICAL | ) |                                |
| EDUCATION PROGRAM         | ) |                                |
| DATA INCIDENT LITIGATION  | ) |                                |

**PRELIMINARY APPROVAL ORDER**

Stacey Alexander, Brittney Hill, Nikol Christlieb, Laura Bell, Jason Smead, Brandy Smith and Randy Zerler (collectively, “Plaintiffs”), and Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program (“Defendant” or “FWMEP”), have entered into a proposed Class Action Settlement Agreement (the “Settlement”). Plaintiffs have moved the Court to grant preliminary approval to the Settlement under Indiana Rule of Trial Procedure 23(E), to approve the form and method for giving notice of the proposed Settlement to the Settlement Class, and to schedule a final approval hearing on the Settlement after the deadlines to object to, or opt out of, the Settlement have passed. The requested relief is not opposed by Defendant.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant.

3. The Court finds that the Court will likely be able to certify the proposed Settlement Class for settlement purposes only, defined as:

All Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List.

The Settlement Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this Settlement, Court personnel and any members of their immediate families; (ii) FWMEP, and any entity in which FWMEP has a controlling interest, is a parent or subsidiary, or which is controlled by FWMEP, and the affiliates, legal representatives, attorneys, heirs, predecessors, successors and assigns of FWMEP; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Incident or who pleads *nolo contendere* to any such charge. The Settlement Class includes the Group 1 Settlement Subclass and Group 2 Settlement Subclass.

4. The “Incident” means the data security incident that FWMEP experienced in or around December 2024 in which certain information stored on its systems, including the Private Information of the Settlement Class Members, may have been accessed and/or acquired without authorization.

5. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Incident that predominate over questions affecting only individual members, including whether

Defendant breached any duty in failing to protect class members' data from unauthorized access;

- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Incident are substantially the same for all Class Members.

6. The Court finds that Plaintiffs are adequate class representatives and appoints them as such. The Court likewise finds Lynn A. Toops of the law firm of CohenMalad, LLP to be competent and appoints her as Class Counsel.

7. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- a. the Class Representatives and Class Counsel have adequately represented the Class;
- b. the proposal was negotiated at arm's length;
- c. the relief provided for the Class appears adequate, taking into account:
  - i. the costs, risks, and delay of trial and appeal;
  - ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

- iii. the terms of the proposed award of attorney's fees, including timing of payment; and
- d. the proposal treats class members equitably relative to each other.

8. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such preliminary approval.

9. The Court likewise approves the form and method of notice provided for in the Settlement and finds that it complies with the applicable rules and the requirements of Due Process. Specifically, the Court finds that the form and method of notice (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 Litigation, 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, including Indiana Trial Rule 23(c); and (e) and meet the requirements of the Due Process Clause of the United States. 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.

10. The Court appoints Simpluris, Inc. as Settlement Administrator and orders the Settlement Administrator and the parties to implement the notice program set forth in the Settlement.

11. A final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at \_\_\_\_\_ o’clock, on \_\_\_\_\_, 2026, at \_\_\_\_\_, or via video or teleconference, for the purpose of: (a) determining whether the Settlement Class should be finally certified for entry of judgment on the Settlement; (b) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (c) determining whether a Final Approval Order should be entered; and (d) considering Class Counsel’s application for an award of attorneys’ fees and expenses. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

12. Members of the Settlement Class shall be afforded an opportunity to request exclusion from the Class. A request for exclusion from the Class must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement. Members of the Settlement Class who submit a timely and valid request for exclusion shall not participate in and shall not be bound by the Settlement. Members of the Settlement Class who do not timely and validly opt out of the Class in accordance with the Detailed Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

13. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement Agreement. Any objection must comply with the requirements for form and timing set forth in the Detailed Notice included in the Settlement.

14. Any Class Member who does not make his or her objection known in the manner provided in the Detailed Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement Agreement.

15. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement Agreement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention.

16. Any lawyer intending to appear at the Final Approval Hearing, other than those who have already appeared, must be authorized to represent a Class Member, must be duly admitted to practice law before this Court, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Class Representatives and Defendant, and all Orders issued pursuant to the Settlement shall be vacated.

18. This Order shall be of no force or effect if the Final Approval Order 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 the certifiability of any class. Nor shall this 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 claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

19. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court. Further, all Settlement Class Members are provisionally enjoined and barred from asserting any claims or continuing any litigation against the Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims pending Final Approval of the Settlement.

20. 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 website maintained by the Settlement Administrator.

21. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED.

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

---

Judge Craig J. Bobay,  
Indiana Commercial Court

# **EXHIBIT E**

## INDIANA COMMERCIAL COURT

|                           |   |                                |
|---------------------------|---|--------------------------------|
| STATE OF INDIANA          | ) | ALLEN SUPERIOR COURT 2         |
|                           | ) | SS:                            |
| COUNTY OF ALLEN           | ) | CAUSE NO. 02D02-2510-CE-000038 |
|                           | ) |                                |
| IN RE: FORT WAYNE MEDICAL | ) |                                |
| EDUCATION PROGRAM         | ) |                                |
| DATA INCIDENT LITIGATION  | ) |                                |

### **[PROPOSED] FINAL APPROVAL ORDER**

Stacey Alexander, Brittney Hill, Nikol Christlieb, Laura Bell, Jason Smead, Brandy Smith and Randy Zerler (collectively, “Plaintiffs”), and Fort Wayne Medical Education Program i/s/h/a Fort Wayne Medical Society Foundation, Inc. d/b/a Fort Wayne Medical Education Program (“Defendant” or “FWMEP”), have entered into a proposed Class Action Settlement Agreement (the “Settlement”).

The Court previously granted preliminary approval to the Settlement, notice was issued to the Class Members, and the deadlines to opt out or object to the Settlement have now passed. Plaintiffs has moved the Court to grant final approval to the Settlement under Indiana Trial Rule 23(E). The requested relief is not opposed by Defendant.

#### ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendant.
3. The Court finds that the proposed Settlement Class, defined as follows, meets the requirements for certification for purposes of entry of judgment:

All Persons whose Private Information was potentially compromised as a result of the Incident and included on the Settlement Class List.

4. The “Incident” means the data security incident that FWMEP experienced in or around December 2024 in which certain information stored on its systems, including the Private Information of the Settlement Class Members, may have been accessed and/or acquired without authorization. [Include the following, if applicable: Excluded from the Settlement Class are the following persons who timely excluded themselves: [listing of valid opt-outs].]

5. Specifically, the Court finds that the requirements of Indiana Trial Rules 23(A) and 23(B)(3) appear to be met:

- a. The class is so numerous that joinder of all members is impracticable, as there are thousands of class members;
- b. There are questions of law or fact common to the class based upon the claims raised in the lawsuit relating to the Incident that predominate over questions affecting only individual members, including whether Defendant breached any duty in failing to protect class members’ data from unauthorized access;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class as they arise from the Incident;
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to the Class and Class Counsel are experienced in complex class action litigation;
- e. Questions of law or fact common to the Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as the same issues relating to duty and breach in relation to the Data Incident are substantially the same for all Class Members.

6. The Court certifies the Settlement Class. The Court finds that Plaintiffs are adequate class representatives and appoints them as such. The Court likewise finds Lynn A. Toops of the law firm of CohenMalad, LLP to be competent and appoints her as Class Counsel.

7. The Court finds that notice of the proposed Settlement was provided to the Settlement Class in conformity with the Preliminary Approval Order and that the notice met the requirements of Rule 23 and Due Process.

8. The Court finds that the terms of the Settlement represent a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that:

- a. the Class Representatives and Class Counsel have adequately represented the Class;
- b. the proposal was negotiated at arm's length;
- c. the relief provided for the Class appears adequate, taking into account:
- d. the costs, risks, and delay of trial and appeal;
- e. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- f. the terms of the proposed award of attorney's fees, including timing of payment; and
- g. the proposal treats class members equitably relative to each other.

9. As of the final date of the Objection Period, \_\_\_\_\_ potential Settlement Class Members have submitted a valid Objection to the Settlement. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack or otherwise. [Include the following, if applicable: The Court has reviewed the objections to the Settlement and the objections are hereby **OVERRULED.**

10. 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.

11. The Court therefore grants final approval to the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions that are triggered by such final approval.

12. Upon the occurrence of the Effective Date, the releases set forth in the Settlement shall become effective and binding on all parties and all Class Members as set forth in the Settlement Agreement.

13. The Court will issue a separate order on Plaintiff's motion for Fee Award and Costs and Service Awards.

14. This Final Approval Order and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not,

and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Defendant of any claim, any fact alleged in the Litigation, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant's or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the lawsuit. This Final Approval Order, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as an admission by Defendant that Plaintiff's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata and preclusive effect on, all pending and future lawsuits or other proceedings as to Released Claims and other prohibitions set forth in this Final Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

15. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and 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 Litigation or in any other proceeding for any purpose, and 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 the Parties shall be restored to their respective positions in the Litigation, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel.

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

17. Upon the entry of this Final Approval Order, with the exception of the Parties' implementation of the Settlement and the approval process in this Action, all Participating Settlement Class Members shall be enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties

arising out of, relating to, or in connection with the Released Claims. However, Settlement Class Members are not precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

18. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit.

**THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge Craig J. Bobay,  
Indiana Commercial Court

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