

# **EXHIBIT 1**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

DOLORES GAY, et al.,

*Plaintiffs,*

v.

GARNET HEALTH,

*Defendant.*

Index No. 523537/2025

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and among: (i) Plaintiffs Dolores Gay and Corinne Jacob (“Plaintiffs” or “Class Representatives”); (ii) the Settlement Class (as defined herein); and (iii) Defendant Garnet Health (“Garnet” or “Defendant”). The Settlement Class and Plaintiffs are collectively referred to as the “Settlement Class” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**I. RECITALS**

WHEREAS, on July 15, 2025, Plaintiffs filed, for settlement purposes, a putative class action complaint against Garnet Health in this Court, short captioned *Dolores Gay et al v. Garnet Health*, Index No. 523537/2025 (the “Action”);

WHEREAS, the Action is the result of prior litigation between the Parties, which in turn resulted in an all day, in-person mediation on June 3, 2025, in New York at the JAMS offices with Frank A. Maas, Esq., a well-respected mediator;

WHEREAS, during the mediation the Parties engaged in good faith negotiations but did not reach a deal until June 10, 2025, when the Parties reached agreement in principle on all material terms of a class action settlement;

WHEREAS, since that time, the Parties have been working diligently to finalize this Agreement, including filing the present action in order to effectuate their settlement;

WHEREAS, at all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, threatened, or attempted to commit any wrongful act or violation of law or duty alleged in the Action and believes it would have prevailed on summary judgment and at trial;

WHEREAS, nonetheless, considering the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement;

WHEREAS, Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail;

WHEREAS, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it

is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

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

## II. SETTLEMENT TERMS AND DEFINITIONS

### 1. DEFINITIONS

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

1.1. **“Action”** means the case short captioned *Dolores Gay et al. v. Garnet Health*, Index No. 523537/2025, Kings County Supreme Court, New York.

1.2. **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and Release and each and every exhibit attached hereto.

1.3. **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form and the provisions of this Agreement; (b) is fully completed and executed by the Settlement Class Member under penalty of perjury; and (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth in this Agreement.

1.4. **“Claim Form”** means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form, which shall be completed by Settlement Class Members who wish to file a claim for a Settlement Benefit, shall be available in electronic and paper formats.

1.5. **“Claims Deadline”** means the date by which all Claim Forms must be postmarked or submitted electronically to be considered timely and shall be ninety (90) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Notice and the Claim Form.

1.6. **“Class Counsel”** means Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Philip J. Krzeski of Chestnut Cambronne PA; Dylan J. Gould of Markovits, Stock & DeMarco, LLC; and Joseph M. Lyon of The Lyon Firm.

1.7. **“Class Period”** means the period from May 7, 2020, through August 10, 2023.

1.8. **“Class Representatives”** means Plaintiffs Dolores Gay and Corrine Jacob.

1.9. **“Court”** means the Supreme Court of the State of New York, County of Kings.

1.10. **“Defendant”** means Defendant Garnet Health.

1.11. **“Effective Date”** means the date on which the Agreement becomes final, which shall be one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings

arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.12. **“Escrow Account”** shall mean a segregated, interest-bearing account to be established by the Settlement Administrator, from which the Settlement Administrator will pay Settlement Benefits to Settlement Class Members who submit Approved Claims. Defendant shall provide funds to the Settlement Administrator to pay Approved Claims, attorneys’ fees, costs, and service awards as approved by the Court.

1.13. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded to Class Counsel by the Court to be paid from the Settlement Fund.

1.14. **“Final Approval Hearing”** means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and the service award to the Class Representatives.

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

1.16. **“Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, and is substantially in the form of Exhibits B, C, and D hereto.

1.17. **“Notice Date”** means the date by which the initial Direct Notice set forth in Section 4.1 is complete, which shall be no later than sixty (60) days after Preliminary Approval.

1.18. **“Objection Deadline”** means the date by which a written objection to this Settlement Agreement must be made, which will be sixty (60) days after the Notice Date, or such other date as ordered by the Court.

1.19. **“Opt-Out Deadline”** or **“Exclusion Deadline”** is the last day on which a Settlement Class Member may file a written request to be excluded from the Settlement Class, which will be 60 days after the Notice Date, or such other date as ordered by the Court.

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

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

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

1.23. **“Privacy Monitoring”** means subscription to Dashlane Premium. This program provides advanced phishing protection, Dark Web monitoring, and virtual private network (“VPN”) protection services for all user devices. Additionally, Dashlane Premium provides advanced password and passkey generation and protection services to protect users’ information

across all of their accounts. This service is uniquely situated to protect the Settlement Class from data privacy related harms like the ones alleged in this Litigation.

1.24. **“Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta and/or Google pixel or other tracking, analytic, or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendant’s use of the Meta and/or Google pixel or any other tracking, analytics, or advertising technologies, or the allegations, facts, or circumstances described in the Action.

1.25. **“Released Parties”** means Defendant Garnet Health, as well as any and all of Garnet Health’s respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and

other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations.

1.26. **“Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, insurers, partners, attorneys, accountants, financial and other advisors, legal representatives, and successors in interest.

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

1.28. **“Settlement Administrator”** means Kroll Settlement Administration, LLC, the settlement administration company that has been selected by the Parties to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.29. **“Settlement Class”** is defined as follows:

All natural persons who are, or were, patients of defendant Garnet Health from May 7, 2020 through August 10, 2023, and had a MyChart account with a status of Alive.

Excluded from the Settlement Class are the following: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any patients of Defendant currently described with a ‘Patient Type’ of Correctional Ward MC Block; (iii) any judge, justice, or judicial officer presiding over the litigation and the members of their immediate families and judicial staff; and (iv) any individual who timely and validly excludes themselves from the Settlement. The Settlement Class period (May 7, 2020 through August 10, 2023) reflects the period during which

the alleged tracking technologies were present on Garnet Health's public website, [www.garnethealth.org](http://www.garnethealth.org). In making this class definition the Parties acknowledge Garnet Health did not have tracking technologies in the MyChart patient portal at any time.

1.30. **"Settlement Class Member"** means a Person who falls within the definition of the Settlement Class as set forth above and who does not submit a valid request for exclusion. Defendant has identified approximately 153,000 Settlement Class Members.

1.31. **"Settlement Class List"** means the list of names, addresses, and/or email addresses of Settlement Class Members to be provided by Defendant to the Settlement Administrator.

1.32. **"Settlement Payment"** means the payment to be made by Defendant for each Approved Claim submitted by a Settlement Class Member. The Settlement Payment for each valid claim shall be \$19.50. The Settlement Administrator shall track all Approved Claims and report to Defendant the total amount due for all Approved Claims. Defendant shall pay all Approved Claims directly to the Settlement Administrator for distribution to Settlement Class Members who submitted valid claims.

1.33. **"Settlement Benefits"** means the benefits to be provided to Settlement Class Members who submit Approved Claims as described in Section 2 of this Agreement.

1.34. **"Settlement Website"** means the website to be created, launched, and maintained by the Settlement Administrator, which shall provide access to relevant case documents including the Notice, Claim Form, and other relevant documents.

1.35. **"Unknown Claims"** means claims that could have been raised in the Action and that Plaintiffs, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object

or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

## **2. SETTLEMENT RELIEF**

2.1. Claims-Made Settlement Structure. This is a claims-made settlement. Defendant agrees to pay for all valid and approved claims submitted by Settlement Class Members, settlement notice and administration costs, attorneys' fees, and service awards as approved by the Court.

2.2. Payments to Settlement Class Members. Each Settlement Class member will be provided the opportunity to submit a claim for a cash payment of \$19.50. At the election of the

Settlement Class member, cash payments may be paid via electronic payment (including PayPal, Venmo, Zelle, or other electronic payment system) or by check.

2.3. Privacy Monitoring. Each Settlement Class member will be provided the opportunity to enroll in Dashlane Premium for a period of 12 months.

2.4. Equitable Relief.

- 2.4.1. *Forbearance on Use of Tracking Technologies*: For a period of no less than two years, Garnet Health agrees not to use any digital analytics technologies on Garnet Health's MyChart domain, <https://mychart.garnethealth.org/GH/accesscheck.asp>. For the same period of no less than two years, Garnet Health also agrees not to use any of the following digital analytics technologies on Garnet Health's public website, [www.garnethealth.org](http://www.garnethealth.org): Google Analytics, Google Doubleclick, Google Ads, Meta (including Facebook, Instagram, and all other Meta entities), Amazon, TikTok, Pinterest, Liveramp, TheTradeDesk, LinkedIn (except for on Garnet Health's careers page), BidSwitch, Yahoo, Twitter / X, Hotjar, and CrazyEgg.
- 2.4.2. *Business Associate Agreements*: Notwithstanding the foregoing, and in accord with regulatory guidance, the parties understand and acknowledge that Garnet Health may use third-party companies to perform analytics and de-identifying functions on Garnet Health's public website, [www.garnethealth.org](http://www.garnethealth.org), so long as Garnet Health has a Business Associate Agreement with the third-party. This may include sending de-identified data to the third-parties identified in the provision above in accord with HIPAA's de-identification requirements.

2.4.3. *Attestation:* On an annual basis each year following final approval of the settlement, Garnet Health further agrees to provide plaintiffs' counsel with a declaration, signed under oath, attesting to compliance with the above-stated requirements.

2.5. Settlement Administration Process: After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice to Settlement Class Members in a manner mutually agreed upon by the parties, including direct email notice for all Settlement Class Members for whom Garnet Health has an email address. After the Court enters an order finally approving the Settlement, Garnet Health will pay proceeds to the Settlement Administrator for all valid and approved claims for cash payments and shall provide instructions to enroll in Dashlane privacy product to all Settlement Class Members that made a valid claim. The parties agree that Garnet Health shall be responsible for hiring the settlement administrator and for the payment of settlement notice and administration costs.

2.6. Release: The relief stated above will be provided to Settlement Class Members as consideration for a general release by Settlement Class Members of Garnet Health, as defined through the Settlement Class definition, and any of its affiliates, direct or indirect, including, but not limited to, joint venturers and partners, current and former employees, agents, board members, insurers and reinsurers, that are, have become, or may become a part of Garnet Health, for all claims and causes of action pleaded or that could have been pleaded that are related in any way to any alleged privacy violations on any of Garnet Health's public websites, or any of its affiliates.

2.7. Covenant Not to Sue. Named plaintiffs Dolores Gay and Corrine Jacob and their counsel respectively covenant and agree that they will not make, assert, or maintain any claim,

litigation or cause of litigation against Garnet Health or any of its affiliates at any time related to any of the Released Claims.

2.8. Claims Period: The Parties agree that the period for filing claims will be set at a date certain at no more than 90 days from the date that notice is mailed to the Settlement Class, subject to the Court's approval.

2.9. No Admission: Nothing relating to this Agreement or the resulting Settlement Agreement shall be cited to as, construed to be, admissible as, or deemed an admission by Garnet Health or any other released party of any liability, culpability, negligence, misconduct or other wrongdoing toward named plaintiffs Gay and Jacob, the Settlement Class Members, or any other person, which liability, culpability, negligence, misconduct or other wrongdoing is expressly denied by Garnet Health.

2.10. Attorneys' Fees and Class Representative Service Awards: Garnet Health shall pay each of the Class Representatives a service award of up to \$2,500 as approved by the Court in consideration of their efforts on behalf of the Settlement Class. In addition, Garnet Health shall pay any attorneys' fees, costs, and expenses approved by the Court not to exceed \$750,000.

### **3. RELEASE**

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

3.2. Upon the Effective Date, the Releasing Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. Further, upon the Effective Date and to the fullest extent permitted by law, each Settlement Class Member shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing,

commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

#### 4. NOTICE TO THE CLASS, OBJECTIONS, AND OPT OUTS

4.1. The Notice Plan shall consist of the following:

4.1.1. *Settlement Class List.* No later than thirty (30) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator an electronic list from their records that includes the names and email addresses, to the extent available, belonging to Persons within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class Members to retain Class Counsel for any other matters or dispute.

4.1.2. *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit B** along with an electronic link to the Claim Form to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

4.1.3. *Postcard Notice.* Notice shall be provided in a form substantially similar to that of the Postcard Notice attached as **Exhibit C** hereto to those settlement class members for whom Garnet Health does not have an email address and for whom the Settlement Administrator receives an email bounce-back. The Postcard Notice shall be mailed directly to these Settlement Class Members and shall include information regarding the Settlement in substantially the same form as the email notice.

4.1.4. *Settlement Website.* On or before the Notice Date, Notice regarding the settlement shall also be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Settlement Website shall contain all forms of Notice attached hereto as Exhibits B, and C as well as the long form notice called the Settlement Website Notice attached as **Exhibit D**. The Parties shall jointly approve the Settlement Website URL.

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

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

Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who file an appearance with the Court in accordance with the Local Rules). This objection shall be filed with the Court and also sent to the undersigned counsel: David A. Carney, Baker & Hostetler LLP, 127 Public Square, Ste. 2000, Cleveland, OH 44114; and Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Ave. S., Ste. 1700, Minneapolis, MN 55401.

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

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

4.6. The Final Approval Hearing shall be no earlier than one hundred twenty (120) days after the Preliminary Approval Order.

4.7. Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final

Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

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

## **5. SETTLEMENT ADMINISTRATION**

5.1. The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

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

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

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

5.1.4. Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

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

5.3. Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator

shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Hon. Frank Maas (Ret.) for binding determination.

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

## **6. TERMINATION OF SETTLEMENT**

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

6.2. Subject to Sections 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within seven (7) days if more than five-hundred (500) Settlement Class Members exercise their right to be excluded from the Settlement.

6.3. If Defendant seeks to terminate the Agreement on the basis of Section 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke Section 6.2 to terminate the

Agreement that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to the Hon. Frank Maas (Ret.) for binding determination.

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

6.5. If the Agreement is terminated pursuant Sections 6 or 9 of this Agreement, Defendant shall still be responsible for the payment of any settlement administration expenses that have been incurred.

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

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

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

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

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

7.4.1. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

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

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

7.4.4. Find that Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

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

7.4.6. Incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

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

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

7.4.9. Incorporate any other provisions, as the Court deems necessary and just.

#### **8. CLASS COUNSEL'S ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS**

8.1. Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed \$750,000. Class Counsel will petition the Court for such Fee Award and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Section. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Section from the Court in attorneys' fees and for reimbursement of costs and expenses.

8.2. The Fee Award shall be payable within ten (10) days from the later of: (i) the Effective Date; or (ii) the provision of payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions provided by Class Counsel, after completion

of necessary forms by Class Counsel, including, but not limited to, W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this Section, and shall return such funds to the Defendant.

8.3. Subject to Court approval, Plaintiffs Dolores Gay and Corinne Jacob may be paid service awards by Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class. Plaintiffs may each request a service award of \$2,500 (\$5,000 total). Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the service awards to the Class Representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as a service award for the Class Representative. If approved, such award will be paid by Defendant within ten (10) days from the later of: (i) the Effective Date; or (ii) the provision of a W9 and payment instructions.

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

9.1. The Effective Date means the date on which the Agreement becomes final, which shall be one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Court's Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings

arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

9.2. In the event that the Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Section 6.1 and Section 6.2 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3. If this Agreement is terminated or fails to become effective for the reasons set forth in Sections 6 and 9 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement.

## **10. MISCELLANEOUS PROVISIONS**

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

10.2. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

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

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

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

10.4.2. Is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with

respect to any statement or written document approved or made by the Released Parties, or any of them;

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

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

10.4.5. Is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of

Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

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

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

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

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

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

10.11. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate

action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

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

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

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

10.15. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

10.17. Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: David A. Carney, Baker & Hostetler LLP, 127 Public Square, Ste. 2000,

Cleveland, OH 44114; and Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Ave. S., Ste. 1700, Minneapolis, MN 55401.

10.18. The Parties agree to the following timeline, which shall control over any inconsistent dates herein (subject to Court approval):

<b><u>Grant of Preliminary Approval</u></b>	
Garnet provides the Settlement Class List	30 days after Preliminary Approval
Notice Date	60 days after Preliminary Approval
Settlement Website Launch	60 days after Preliminary Approval
Motion for Attorneys' Fees and Class Representative Service Awards	14 days before Objection & Opt Out Deadline
Objection & Opt Out Deadline	60 days after Notice Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	67 days after Notice Date
Claim Deadline	90 days after Notice Date
<b><u>Final Approval Hearing</u></b>	
Motion for Final Approval	14 days before Final Approval Hearing Date
<b><u>Effective Date</u></b>	31 days after Final Approval (assuming no appeal)
Garnet to Fund the Balance Owed Under the Agreement	10 days after Effective Date or as Final Claims Are Approved
Payment of Attorneys' Fees, Expenses, and Service Awards	10 days after Effective Date
Distribution of Privacy Monitoring Services	30 days after Effective Date
Stale Check Date	120 days after Effective Date
Settlement Website Deactivation	120 days after Effective Date

**PLAINTIFF DOLORES GAY**

**GARNET HEALTH**

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

\_\_\_\_\_  
BY: \_\_\_\_\_  
Name and Title

**PLAINTIFF CORINNE JACOB**

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

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

**Approved as to form:**

**CHESTNUT CAMBRONNE PA** on behalf **BAKER & HOSTETLER LLP**  
of Class Counsel

*/s/ Philip J. Krzeski*

Phillip J. Krzeski

David Carney

Date: September 25, 2025

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

*Attorney for the Plaintiffs and the Class*

*Attorney for Defendant Garnet Health*

Approved as to form:

CHESTNUT CAMBRONNE PA on behalf of Class Counsel      BAKER & HOSTETLER LLP

\_\_\_\_\_  
Phillip J. Krzeski

  
\_\_\_\_\_  
David Carney

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

Date: 9/17/25

*Attorneys for the Plaintiffs and the Class*

*Attorney for Defendant Garnet Health*

Cleveland, OH 44114; and Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Ave. S., Ste. 1700, Minneapolis, MN 55401.

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**PLAINTIFF DOLORES GAY**

**GARNET HEALTH**


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

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

Name and Title

**PLAINTIFF CORINNE JACOB**

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

  
Corinne Jacob (Sep 18, 2025 10:47:46 EDT)  
 Date: Sep 18, 2025







# Garnet Settlement Agreement - Final for signature v.2

Final Audit Report

2025-09-18

Created:	2025-09-18
By:	Spencer Campbell (scampbell@msdlegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAObrvABxSdOvGhsyYJfInVcKPN-5jD7dG

## "Garnet Settlement Agreement - Final for signature v.2" History

-  Document created by Spencer Campbell (scampbell@msdlegal.com)  
2025-09-18 - 1:50:34 PM GMT
-  Document emailed to ca\_gd@hotmail.com for signature  
2025-09-18 - 1:51:53 PM GMT
-  Email viewed by ca\_gd@hotmail.com  
2025-09-18 - 2:49:11 PM GMT
-  Signer ca\_gd@hotmail.com entered name at signing as Corinne Jacob  
2025-09-18 - 2:49:44 PM GMT
-  Document e-signed by Corinne Jacob (ca\_gd@hotmail.com)  
Signature Date: 2025-09-18 - 2:49:46 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-18 - 2:49:46 PM GMT



Cleveland, OH 44114; and Philip J. Krzeski, Chestnut Cambronne PA, 100 Washington Ave. S., Ste. 1700, Minneapolis, MN 55401.

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**PLAINTIFF DOLORES GAY**

Dolores Gay

Date: Sep 18, 2025

**PLAINTIFF CORINNE JACOB**

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

**GARNET HEALTH**

BY: \_\_\_\_\_  
Name and Title

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

**Objection Deadline:** 60 Days after Notice is sent to the Settlement Class

**Claim Deadline:** 90 Days after Notice is sent to the Settlement Class

**Final Approval Hearing:** at least 130 Days after Preliminary Approval

IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Hon.

Signature:   
Dolores Gay [Sep 18, 2025 09:53:56 EDT]

Email: dfigluizzi@gmail.com


# Garnet Settlement Agreement - Final for signature v.2


Final Audit Report


2025-09-18


Created:	2025-09-18
By:	Spencer Campbell (scampbell@msdlegal.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAowkANH6D52Jy8DKCgdGBiIMGf5hHiiY5


## "Garnet Settlement Agreement - Final for signature v.2" History


 Document created by Spencer Campbell (scampbell@msdlegal.com)  
2025-09-18 - 1:45:32 PM GMT

 Document emailed to dfigluizzi@gmail.com for signature  
2025-09-18 - 1:47:41 PM GMT

 Email viewed by dfigluizzi@gmail.com  
2025-09-18 - 1:52:14 PM GMT

 Signer dfigluizzi@gmail.com entered name at signing as Dolores Gay  
2025-09-18 - 1:53:54 PM GMT

 Document e-signed by Dolores Gay (dfigluizzi@gmail.com)  
Signature Date: 2025-09-18 - 1:53:56 PM GMT - Time Source: server

 Agreement completed.  
2025-09-18 - 1:53:56 PM GMT



Adobe Acrobat Sign

Cleveland, OH 44114; and Philip J. Krzeski, Chestnut Cambonne PA, 100 Washington Ave. S.,  
Ste. 1700, Minneapolis, MN 55401.

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PLAINTIFF DOLORES GAY

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

PLAINTIFF CORINNE JACOB

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

GARNET HEALTH

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

Name and Title

CHIEF LEGAL OFFICER

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

# EXHIBIT A

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

**Gay v. Garnet Health**

Index No. 523537/2025  
Supreme Court of the State of New York  
Kings County, New York

**ONLINE TRACKING TOOLS SETTLEMENT CLAIM FORM**

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

**GENERAL INSTRUCTIONS**

**Who is eligible to file a claim?** The court has defined the Class this way: “All natural persons who are, or were, patients of defendant Garnet Health from May 7, 2020 through August 10, 2023, and had a MyChart account with a status of Alive.”

**Excluded from the Settlement Class** are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any patients of Defendant currently described with a ‘Patient Type’ of Correctional Ward MC Block; (iii) any judge, justice, or judicial officer presiding over the litigation and the members of their immediate families and judicial staff; and (iv) any individual who timely and validly excludes themselves from the Settlement.

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

**AVAILABLE BENEFITS**

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

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

**BENEFITS**

**Privacy Monitoring.** All Class Members are eligible to enroll in one year of Dashlane Premium. This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web monitoring
- Advanced phishing protection
- VPN, password manager, and other online privacy tools

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

**Cash Payment.** All Class Members may claim a one-time **\$19.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

***Gay v. Garnet Health***

Index No. 523537/2025  
Supreme Court of the State of New York  
Kings County, New York

**ONLINE TRACKING TOOLS SETTLEMENT CLAIM FORM**

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

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

- Email: info@\_\_\_\_\_
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Garnet Settlement  
c/o Settlement Administrator  
[PO Box Number]  
[Address Block]

**THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT  
www.\_\_\_\_\_.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@\_\_\_\_\_.com

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

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

**Gay v. Garnet Health**  
Index No. 523537/2025  
Supreme Court of the State of New York  
Kings County, New York

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

**ONLINE TRACKING TOOLS SETTLEMENT CLAIM FORM****I. CLASS MEMBER NAME AND CONTACT INFORMATION**

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

**II. PRIVACY MONITORING**

☐ Check this box if you would like to enroll in one year of **Privacy Monitoring** services.

**III. CASH PAYMENT (you may submit a claim for Privacy Monitoring in addition to a claim for a Cash Payment)**

☐ Check this box if you want to claim a one-time **\$19.50** cash payment.

**IV. PAYMENT SELECTION**

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

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

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

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

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

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

NYSCEF DOC. NO. 5

RECEIVED NYSCEF: 10/01/2025

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

***Gay v. Garnet Health***

Index No. 523537/2025  
Supreme Court of the State of New York  
Kings County, New York

**ONLINE TRACKING TOOLS SETTLEMENT CLAIM FORM**

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

**V. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

# EXHIBIT B

TO: «Email Address»  
FROM: "Garnet Settlement" «info@\_\_\_\_\_com»  
SUBJECT: Garnet Settlement – You are Eligible to File a Claim

---

### **LEGAL NOTICE**

*Gay v. Garnet Health*  
Index No. 523537/2025  
Supreme Court of the State of New York  
Kings County, New York

**IF YOU ARE A GARNET HEALTH PATIENT AND HAD A MYCHART ACCOUNT  
BETWEEN MAY 7, 2020 AND AUGUST 10, 2023  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

*Please read this Notice carefully and completely.*

Dear «First» «Last»:

A Settlement has been reached with Garnet Health ("Garnet" or "Defendant") in a class action lawsuit. This lawsuit concerned Garnet's use of third-party tracking technologies, including the Meta Pixel and Google Analytics, on certain of its web pages. The plaintiffs claim that using tracking technologies violated certain privacy laws. Garnet denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation.

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

**Who is included in the Settlement?** The Court has defined the class as: "All natural persons who are, or were, patients of defendant Garnet Health from May 7, 2020 through August 10, 2023, and had a MyChart account with a status of Alive."

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

**What are the Settlement benefits?** Garnet has agreed to pay for two benefits that are available to all Class Members.

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

### **BENEFITS**

**1. Privacy Monitoring.** All Class Members are eligible to enroll in one year of Dashlane Premium. This comprehensive service is designed to restore users' privacy and anonymity, and includes:

- Dark Web monitoring

- Advanced phishing protection
- VPN, password manager, and other online privacy tools

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

- 2. Cash Payment.** All Class Members may claim a one-time **\$19.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

**How do I receive a benefit?** Visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) to submit your claim.

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

**What if I don't want to participate in the Settlement?** If you do not want to be legally bound by the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Garnet for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline]**. The Settlement Agreement, available on the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), explains how to exclude yourself or object.

**When will the Court decide whether to approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$750,000.00, and \$2,500.00 for Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

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

User ID: «User ID»

# EXHIBIT C

NOTICE OF CLASS ACTION  
SETTLEMENT

You may be entitled to submit a claim  
for monetary compensation under a  
proposed class action settlement.

**www.\_\_\_\_\_.com**

<<Barcode>> Class Member ID:  
<<Refnum>>  
<<FirstName>> <<LastName>>  
<<BusinessName>>  
<<Address>>  
<<Address2>>  
<<City>>, <<ST>> <<Zip>>-<<zip4>>

In the lawsuit *Gay v. Garnet Health*, Index No. 523537/2025 (Kings County, New York Supreme Court), you are a Class Member if you are a current or former patient of Garnet Health who had a MyChart account between May 7, 2020 and August 10, 2023 (the “Class”). Garnet denies any wrongdoing and all the claims against it concerning its use of certain internet tracking tools.

**WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?**

Garnet has agreed to pay for two benefits that are available to all Class Members. You may file a claim for one or both of these benefits. The first benefit is twelve months of Dashlane Premium – a comprehensive service designed to restore users’ privacy and anonymity. The second benefit is a one-time cash payment of \$19.50. The Settlement also provides for the payment of all settlement administration expenses, notice expenses, attorneys’ fees, costs, and service awards. Under the Settlement, attorneys’ fees will not be more than \$750,000 subject to Court approval. More information, including a copy of the Settlement Agreement, is available at [www. .com](http://www. .com).

**WHAT ARE YOUR RIGHTS AND OPTIONS?**

**Submit a Claim Form.** To submit a claim for either the privacy monitoring or cash payment benefits, you must submit a Claim Form by mail to the settlement administrator or online at [www. .com](http://www. .com). Your Claim Form must be postmarked or submitted online no later than **CLAIM DEADLINE**.

**Opt-Out.** You may exclude yourself from the Settlement and retain your ability to sue Garnet by mailing a written request for exclusion to the settlement administrator, **Kroll Settlement Administration LLC**, that is postmarked no later than **OPT OUT DEADLINE**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

**Object.** If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be signed and postmarked or filed no later than **OBJECTION DEADLINE**, and provide the reasons

for the objection.  
**Do Nothing** **RECEIVED NYSCEF** INDEX NO. 10/01/2025  
If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court’s decision because this is a conditionally certified class action.

**Attend the Final Approval Hearing.** The Court will hold a **Final Approval Hearing on DATE**, in the Supreme Court of New York for Kings County, New York at **ADDRESS**, to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

**Who are the attorneys for the Plaintiffs and the proposed Class?**

The Court appointed several lawyers, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Philip J. Krzeski of Chestnut Cambronne PA; Dylan J. Gould of Markovits, Stock & DeMarco, LLC; and Joseph M. Lyon of The Lyon Firm, as Class Counsel to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**Do I have any obligation to pay attorneys’ fees or expenses?** No. The attorneys’ fees and expenses will be paid exclusively by Garnet pursuant to the Settlement as approved by the Court. The motion for attorneys’ fees and expenses will be posted on the Settlement Website after it is filed with the Court.

**What is the amount of the Class Representative Service Awards?**

The Plaintiffs, also called the Class Representatives, will seek Service Awards in the amount of \$2,500 each for their efforts in this case.

**What is the Court overseeing this settlement?** The Supreme Court of New York for the County of Kings, New York.

**Where can I learn more about the case, the Settlement, and my options?** [www. .com](http://www. .com).

# EXHIBIT D

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*Gay, et al. v. Garnet Health*  
Index No. 523537/2025  
Supreme Court of New York, County of Kings

**IF YOU ARE A GARNET HEALTH PATIENT AND HAD A MYCHART ACCOUNT  
BETWEEN MAY 7, 2020 AND AUGUST 10, 2023  
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO A CASH PAYMENT.**

*A court has authorized this notice. This is not a solicitation from a lawyer.*

*You are not being sued.*

***Please read this Notice carefully and completely.***

- A Settlement has been reached with Garnet Health (“Garnet” or “Defendant”) in a class action lawsuit. This lawsuit concerned Garnet’s use of third-party tracking technologies, including the Meta Pixel and Google Analytics, on its web pages. The plaintiff claims that using tracking technologies violated certain privacy laws.
- The lawsuit is called *Gay v. Garnet Health*, Index No. 523537/2025. It is pending in the Supreme Court of New York for Kings County, New York (the “Litigation”).
- Garnet 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.
- Garnet’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 Garnet.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	<p>The only way to receive benefits 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._____.com">www._____.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>	<b>_____, 2025</b>
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<b>_____, 2025</b>
<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.	<b>_____, 2025</b>
<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 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

BASIC INFORMATION .....3

WHO IS IN THE SETTLEMENT .....4

THE SETTLEMENT BENEFITS.....4

SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS .....5

THE LAWYERS REPRESENTING YOU .....5

EXCLUDING YOURSELF FROM THE SETTLEMENT .....6

COMMENTING ON OR OBJECTING TO THE SETTLEMENT.....7

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IF I DO NOTHING .....8

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Basic Information

1. Why was this Notice issued?

The Supreme Court of New York for Kings County, New York, 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 *Gay v. Garnet Health*, Index No. 523537/2025. It is pending in the Supreme Court of New York for Kings County, New York. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Garnet Health, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that Garnet used third-party tracking technologies, such as the Meta Pixel and Google Analytics, on its website in a way that violates certain privacy laws.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. This individual is called the “Plaintiff” or “Class Representative.” 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 Dolores Gay and Corrine Jacob. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

## Who is in the Settlement?

### 5. Who is included in the Settlement?

The court has defined the Class this way: “All natural persons who are, or were, patients of defendant Garnet Health from May 7, 2020 through August 10, 2023, and had a MyChart account with a status of Alive.” The Settlement Class period reflects the period during which the alleged tracking technologies were present on Garnet Health’s public website, [www.garnethealth.org](http://www.garnethealth.org). Garnet Health did not have tracking technologies in the MyChart patient portal at any time.

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

Yes. Excluded from the Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any patients of Defendant currently described with a ‘Patient Type’ of Correctional Ward MC Block; (iii) any judge, justice, or judicial officer presiding over the litigation and the members of their immediate families and judicial staff; and (iv) any individual who timely and validly excludes themselves from the Settlement..

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@\\_\\_\\_\\_\\_.com](mailto:info@_____.com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Garnet Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
[Address Block]

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

## The Settlement Benefits

### 7. What does the Settlement provide?

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

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

#### **BENEFITS**

1. **Privacy Monitoring.** All Class Members are eligible to enroll in one year of Dashlane Premium. This comprehensive service is designed to restore users' privacy and anonymity, and includes:
  - Dark Web scanning
  - compromised password scanning
  - VPN, password manager, and other online privacy tools

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

2. **Cash Payment.** All Class Members may claim a one-time **\$19.50** cash payment. You do not have to provide any proof or explanation to claim this payment.

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

- Email: info@\_\_\_\_\_.com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Garnet Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
[Address Block]

## 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 Garnet about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at [www.\\_\\_\\_\\_\\_.com](http://www._____.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.\\_\\_\\_\\_\\_.com](http://www._____.com). If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator.

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, or by email [info@\\_\\_\\_\\_\\_.com](mailto:info@_____.com).

### 10. Are there any important Settlement payment deadlines?

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

### 11. When will the Settlement benefits be issued?

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

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

## The Lawyers Representing You

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

Yes, the Court has appointed attorneys Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Philip J. Krzeski of Chestnut Cambronne PA; Dylan J. Gould of Markovits, Stock & DeMarco, LLC; and Joseph M. Lyon of The Lyon Firm, 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 \$750,000.00 as reasonable attorneys' fees and costs of litigation. This amount will be paid by Garnet.

Class Counsel will also ask for a Service Award payment of \$2,500.00 for each of the Class Representatives. The Service Award payment will also be paid by Garnet.

## 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 Garnet 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 called *Gay v. Garnet Health*, Index No. 523537/2025, pending in the Supreme Court of New York for Kings County, New York;
- (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:

Garnet Data Incident Settlement  
ATTN: Exclusion Request  
**[PO Box Number]**  
**[Address Block]**

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 reason(s) why you think the Court should not approve the Settlement. The Court will consider your views.

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

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

- (1) the name of the Litigation: called *Gay v. Garnet Health*, Index No. 523537/2025, pending in the Supreme Court of New York for Kings County, New York;
- (2) your full name, mailing address, telephone number, and email address;
- (3) information that proves that you are a Class Member (such as a notice you have received, or proof that you were a patient with a MyChart account between May 7, 2020 and August 10, 2023);
- (4) a clear description of all the reasons you object; include any legal support, such as documents or citations to legal authority, you may have for your objection;
- (5) if you have hired your own lawyer in connection with this objection, provide their name, bar number, and contact information (address, telephone number, and email address);
- (6) if you have hired your own lawyer, their signed statement or certificate of representation;
- (7) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;
- (8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;
- (9) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both; and,
- (10) your 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 <b>[Court Address]</b>	Garnet Data Incident Settlement ATTN: Objections <b>[PO Box Number]</b> <b>[Address Block]</b>

Class Counsel	Counsel for Defendants
Philip J. Krzeski <b>Chestnut Cambronne, PA</b> 100 Washington Ave. S., Ste. 1700 Minneapolis, MN 55401	David Carney <b>Baker &amp; Hostetler LLP</b> 127 Public Square, Ste. 2000 Cleveland, OH 44114-1214

## 17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You may 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 Court of Common Pleas for Ross County, Ohio, 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 a Service Award payment to the Class Representative. 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.\\_\\_\\_\\_\\_.com](http://www._____.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.\\_\\_\\_\\_\\_.com](http://www._____.com).

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

- Email: [info@\\_\\_\\_\\_\\_.com](mailto:info@_____.com)
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: Garnet Data Incident Settlement  
c/o Settlement Administrator  
[PO Box Number]  
[Address Block]

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 E

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

DOLORES GAY and CORINNE JACOB,  
*on behalf of themselves and all others  
similarly situated,*

Index No. 523537/2025

Plaintiffs,

v.

GARNET HEALTH,

Defendant.

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

**WHEREAS**, a putative class action is pending in this Court entitled *Gay et al., on behalf of themselves and all others similarly situated v. Garnet Health.*, Index No. 523537/2025 (the “Action”);

**WHEREAS**, Plaintiffs Dolores Gay and Corinne Jacob, on behalf of themselves and all others similarly situated (“Plaintiffs”) and Defendant Garnet Health (“Defendant” or “Garnet” and collectively with Plaintiffs “the Parties”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

**WHEREAS**, Plaintiffs have made an application, pursuant to Article 9 of the Civil Practice Law and Rules, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiff as Class Representative, appointing Philip J. Krzeski of Chestnut Cambronne PA; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Terence R. Coates

of Markovits, Stock & DeMarco, LLC, and Joseph M. Lyon of The Lyon Firm as Class Counsel for the Settlement Class, appointing Kroll Settlement Administration LLC as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

**WHEREAS**, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

**WHEREAS**, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to CPLR §§ 901(a), 903, and 907, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All natural persons who are, or were, patients of defendant Garnet Health from May 7, 2020 through August 10, 2023, and had a MyChart account with a status of Alive.

Excluded from the Settlement Classes are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant's affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any patients of Defendant currently described with a 'Patient Type' of Correctional Ward MC Block; (iii) any judge, justice, or judicial officer presiding over the litigation and the members of their immediate families and judicial staff; and (iv) any individual who timely and validly excludes themselves from the Settlement.

The parties estimate that the Settlement Class includes approximately 153,000 individuals.

2. **Class Findings**: The Court provisionally finds, for settlement purposes only, that the requirements of CPLR § 901(a) have been met, including: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues

of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (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 or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

3. **Class Representative and Class Counsel:** Plaintiffs Dolores Gay and Corinne Jacob are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be an adequate Class Representatives.

The Court finds that Philip J. Krzeski of Chestnut Cambronne PA; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Terence R. Coates of Markovits, Stock, & DeMarco, LLC; and Joseph M. Lyon of The Lyon Firm are experienced and adequate counsel and are hereby provisionally designated as Class Counsel.

4. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on \_\_\_\_\_, 2026 at \_\_\_\_ a.m./p.m., [by videoconference] for the following purposes: (a) to determine whether

the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate to the Settlement Class; (b) to determine whether a final Judgment should be entered dismissing the Action with prejudice against Defendant; (c) to determine whether the motion of Class Counsel for a Fee Award and Costs should be approved; (d) to determine whether the motion of the Class Representatives for Service Awards should be approved; and (e) to consider any other matters that may be properly brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth in Paragraph 7 of this Order.

6. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

7. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain Kroll (the “Settlement Administrator”) to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth more fully in the Settlement Agreement.

8. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Claim Form, the Long Form Notice, the Email Notice and the Postcard Notice, attached to the Settlement Agreement as Exhibits A, B, C, and D and (b) finds that the direct emailing or mailing and distribution of the Email/Postcard Notices as set forth in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel’s request for Fee Award and Costs, of Settlement Class

Representatives' request for Service Award Payments, of their right to object to the Settlement, Class Counsel's request for Fee Award and Costs, and/or Class Representatives' request for a Service Award Payments, of their right to exclude themselves from the Settlement Class, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of CPLR §§ 904 and 908, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice before they are mailed and distributed.

9. **Participation in the Settlement.** Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form, and must do so within ninety (90) days after the Notice Date. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

10. **Claims Process and Distribution and Allocation Plan.** The Class Representative and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement

consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

11. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **60 Days from the Notice Date** (the “Opt-Out Period”). Any Settlement Class Member’s written notification must include: (i) his or her name and address, (ii) a signature, (iii) the name and number of the case, and (iv) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement.

12. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

13. **Objections and Appearances.** No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is filed with the Court and mailed to Class Counsel and Defendant’s Counsel no later than the Objection Date, as specified in the

Notice. For an objection to be considered by the Court, the objection must be in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection; and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who file an appearance with the Court in accordance with the Local Rules).

14. Any Settlement Class Member who fails to comply with the provisions in Paragraph 13 may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if Final Order and Judgment is entered. If Final Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Service Award Request, or the Fee Request.

15. **Termination of Settlement.** This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no

further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

16. **Use of Order.** This Order shall be of no force or effect if Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representative 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.

17. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court enjoins Plaintiff from prosecuting any and all of the Released Claims against the Released Entities.

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

19. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

**Notice Date:** 30 Days after Preliminary Approval

**Motion for Final Approval:** 14 Days before Final Approval Hearing

**Motion for Service Awards, Attorneys' Fees and Costs:** 14-Days prior to the Objection Deadline and Opt-Out Deadline

**Opt-Out Deadline:** 60 Days after Notice is sent to the Settlement Class

**Objection Deadline:** 60 Days after Notice is sent to the Settlement Class

**Claim Deadline:** 90 Days after Notice is sent to the Settlement Class

**Final Approval Hearing:** at least 130 Days after Preliminary Approval

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Hon.

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

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