

**IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS  
CIVIL DIVISION**

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IN RE HIGHLANDS ONCOLOGY GROUP  
DATA BREACH LITIGATION

Case No. 72CV-25-3420

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**SETTLEMENT AGREEMENT**

This Settlement Agreement<sup>1</sup> is entered into between Plaintiffs Jim Davis, Nathan Stewart, Michael Plunkentt, Michael Crawford, Keely Boman, Dasha Nichols, Renetta Frisque, Michelle Nalley, Stacye Peebles, Julie Rae Gonzalez and Matthew Prunty, III, on behalf of themselves and the Settlement Class, and Defendant Highlands Oncology Group. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Procedural History**

1. Defendant is a for-profit organization organized under the laws of Arkansas and provides cancer care as a multidisciplinary practice. Defendant serves the entire Northwest Arkansas, Southwest Missouri, and Southeast Oklahoma regions with its six locations.

2. On or around June 2, 2025, Highlands Oncology discovered unauthorized access by third-party actors that resulted in an unauthorized disclosure, exfiltration, and theft of current and former patients' highly personal information in the possession and custody and/or control of Highlands Oncology. Highlands Oncology first detected unauthorized access on June 2, 2025, but internal investigation revealed that the cybercriminals had accessed the network as early as January

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

21, 2025.

3. On or about August 1, 2025, Highlands Oncology sent notification letters to potentially impacted individuals.

4. Beginning August 5, 2025, a number of lawsuits were filed against Highlands Oncology relating to the Data Incident. Plaintiffs' counsel in those actions conferred and collectively decided to work together to pursue the claims of their respective plaintiffs and the putative class of individuals impacted in the Data Incident.

5. On September 4, 2025, the Court entered an order granting Plaintiffs' Motion to Consolidate and Appoint Interim Class Counsel consolidating the thirteen (13) pending cases and Mariya Weekes of Milberg PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Interim Lead Class Counsel.

6. On October 6, 2025, Plaintiffs filed their Consolidated Class Action Complaint, asserting claims for negligence and negligence per se, breach of implied contract, unjust enrichment, and invasion of privacy-intrusion upon seclusion.

7. On November 5, 2025, Highlands Oncology filed its Motion to Dismiss Plaintiffs' First Amended Consolidated Class Action Complaint.

8. Shortly thereafter, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began discussing settlement and scheduled mediation with experienced mediator, John DeGroote.

9. In advance of mediation, Plaintiffs consulted with liability and damage experts and Highlands Oncology provided Plaintiffs with informal discovery including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted by the Data Incident, and the specific type of information potentially

accessed.

10. The Parties participated in a full-day mediation on January 16, 2026. After arms-length negotiations between experienced counsel, the Parties reach agreement on the materials terms of this classwide Settlement.

11. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Highlands Oncology has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Highlands Oncology does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Highlands Oncology, and all Settlement Class Members.

**NOW, THEREFORE,** in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

12. “**Action**” means the class action lawsuit entitled: *In re Highlands Oncology Group Data Breach Litigation*, Case No. 72CV-25-3420 currently pending in the Circuit Court of Washington County, Arkansas Civil Division; inclusive of all other actions filed against Highlands Oncology by Plaintiffs arising from the Data Incident.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between Plaintiffs and Highlands Oncology.

14. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

15. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

16. “**Cash Payment A – Documented Losses**” means the up to \$4,250.00 in cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

17. “**Cash Payment B – Alternate Cash**” means the \$50.00 cash compensation that Settlement Class Members may elect under the Settlement.

18. “**Claim**” means the submission of a Claim Form by a Claimant.

19. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

20. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of

the Settlement Administrator.

21. “**Claim Form Deadline**” shall be 15 days before the initial scheduled Final Approval Hearing.

22. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims eligible for payment under this Settlement.

23. “**Class Counsel**” means: Mariya Weekes of Milberg PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC.

24. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by Highlands Oncology for the purpose of effectuating Notice. Highlands Oncology shall prepare and provide the Class List to the Settlement Administrator using information in Highlands Oncology’s records. To the extent maintained by the Highlands Oncology, the Class List shall include the Settlement Class Members’ full names and current physical addresses.

25. “**Class Representatives**” means the Plaintiffs the Court approves as representatives of the Settlement Class.

26. “**Complaint**” means the Class Action Complaint filed in this Action.

27. “**Court**” means the Circuit Court of Washington County, Arkansas, and the Judge(s) assigned to the Action.

28. “**Data Incident**” means the data-security incident that Highlands Oncology discovered on or about June 2, 2025, in which an unauthorized threat actor accessed Highlands Oncology’s computer network and is alleged to have gained access to Private Information of Plaintiffs and the Settlement Class, as further detailed in ¶ 2 *supra*.

29. “**Defendant**” or “**Highlands Oncology**” means Highlands Oncology Group, the

defendant in the Action.

30. “**Defendant’s Counsel**” means Adam C. Smith of McDonald Hopkins, LLC.

31. “**Effective Date**” means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

32. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

33. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

34. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

35. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

36. “**Medical Data Monitoring**” means CyEx Medical Shield Complete for a period of three years of monitoring that Settlement Class Members may elect as a Settlement Class Benefit under the Settlement.

37. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel

shall file with the Court seeking Final Approval of the Settlement.

38. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

39. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

40. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Email Notice, Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

41. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

42. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

43. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

44. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant, collectively.

45. “**Plaintiffs**” means Jim Davis, Nathan Stewart, Michael Plunkentt, Michael Crawford, Keely Boman, Dasha Nichols, Renetta Frisque, Michelle Nalley, Stacey Peebles, Julie Rae Gonzalez and Matthew Prunty, III, the plaintiffs in this Action.

46. “**Postcard Notice**” means the postcard form of Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that will be distributed by mail to those Settlement Class Members for whom physical addresses are maintained by Highlands Oncology.

47. “**Preliminary Approval**” means the preliminary approval of the Settlement, which

occurs when the Court enters the Preliminary Approval Order.

48. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as *Exhibit 4*.

49. “**Private Information**” means Settlement Class members' names, dates of birth, Social Security numbers, driver’s license/state identification numbers, passport numbers, credit/debit card numbers, financial account numbers, medical treatment information, medical record numbers, patient account numbers, and/or health insurance policy information.

50. “**Releases**” means the releases and waiver set forth in Section XI of this Agreement.

51. “**Released Claims**” means any and all actual, potential, filed or unfiled, 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, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident , including but not limited to any claims that were asserted or could have been asserted in the Action.

52. “**Released Parties**” means Highlands Oncology and each entity which is controlled by, controlling or under common control with Highlands Oncology and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners,

parents, subsidiaries, affiliates, insurers, reinsurers, excess insurers, excess insurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, trustees, attorneys, accountants, auditors, consultants, and representatives.

53. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

54. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Highlands Oncology separate from the Settlement Class Member Benefits.

55. “**Settlement Administrator**” means Simpluris, the third-party notice and claims administrator jointly selected by the Parties.

56. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Highlands Oncology shall be solely responsible for payment.

57. “**Settlement Class**” means all individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025. Excluded from the Settlement Class are (a) all persons who are directors and officers of Highlands Oncology; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff.

58. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

59. “**Settlement Class Member Benefits**” means the Cash Payments and Medical Data Monitoring that Settlement Class Members may elect in the Settlement.

60. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

61. “**Valid Claim**” means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Certification of the Settlement Class**

62. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Highlands Oncology agrees

solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Highlands Oncology shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

#### **IV. Settlement Consideration**

63. Highlands Oncology has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments to and Medical Data Monitoring for Settlement Class Members; and (c) any Court-awarded attorneys' fees, costs, and Service Awards.

64. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment and/or Medical Data Monitoring. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses up to \$4,250.00 or Cash Payment B – Alternate Cash in the amount of \$50.00, and/or Medical Data Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

65. ***Cash Payments*** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Highlands Oncology. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. **Cash Payment A – Documented Losses**

All Settlement Class Members are eligible to submit a claim for up to \$4,250.00 per Settlement Class Member upon presentation of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Incident. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B, provided the Claim was otherwise timely submitted.

**b. Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B- Alternate Cash which is a cash payment in the amount of \$50.00. There is no documentation required to claim this benefit other than submission of a timely and Valid Claim Form attesting to membership in the Settlement Class.

66. **Medical Data Monitoring** – In addition to Cash Payment A or Cash Payment B, Settlement Class Members may also make a Claim for Medical Data Monitoring that will include three years of CyEx’s Medical Shield Complete product, including: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) \$1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft.

**Injunctive Relief** - As part of settlement negotiations, the Parties discussed the remedial measures Highlands Oncology had and/or would take to strengthen its cybersecurity posture, and Highlands Oncology answered Class Counsel’s follow up questions sufficient to ensure Class Counsel of the sufficiency of these measures. Highlands Oncology provided Class Counsel with a written attestation regarding these security measures, including the cost associated therewith. The costs of any such security measures on the part of Highlands Oncology were paid or will be paid separately by Highlands Oncology. Highlands Oncology agrees that Class Counsel may divulge the cost of these measures to support approval of the Settlement, but Class Counsel agrees that the details of these cybersecurity measures shall remain confidential and subject to attorneys’ eyes only designation.

67. **Settlement Administration Costs** – Highlands Oncology shall be solely

responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Highlands Oncology will enter into a separate agreement related to the payment of the Settlement Administration Costs. Settlement Administration Costs shall be paid by Highlands Oncology separate from and in addition to the Settlement Class Member Benefits.

**V. Settlement Approval**

68. Within fifteen days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes and J. Gerard Stranch IV as Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint Simpluris as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

**VI. Settlement Administrator**

69. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

70. The Settlement Administrator shall administer various aspects of the Settlement as

described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

71. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments, and ensuring Credit Monitoring codes are distributed, to Settlement Class Members;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, preparing a declaration confirming

the Notice Program and Claims Process were completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing in detail how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment and/or Medical Data Monitoring in accordance with the standards set forth in this Agreement;

j. Collecting from Highlands Oncology and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and Medical Data Monitoring;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Ensuring the issuance of the Medical Data Monitoring activation codes to all Settlement Class Members who elect Medical Data Monitoring; and

m. Any other Settlement administration function at the instruction of both Class Counsel and Highlands Oncology, including, but not limited to, verifying that the Cash Payments have been properly distributed and that Medical Data Monitoring activation codes have been sent to Settlement Class Members.

## **VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

72. Highlands Oncology will make available to the Settlement Administrator the Class List no later than seven days after entry of the Preliminary Approval Order. To the extent necessary, Highlands Oncology will cooperate with updating the Class List to accomplish the Notice Program

and otherwise administer the Settlement.

73. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

74. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

75. Notice shall be accomplished through the direct mailing of a Postcard Notice with a tear-off claim form and prepaid postage. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

76. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement

Administrator.

77. **Opt-Outs.** The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

78. **Termination Based on Opt-Outs.** Within 10 days after the Opt-Out Deadline, the Settlement Administrator shall provide Defendant's Counsel with a final list of all persons who have timely and validly submitted Requests for Exclusion. If more than 1,200 (approximately 2%) Settlement Class Members have timely and validly submitted Requests for Exclusion, Highlands Oncology may, in its sole discretion, void this Settlement Agreement by providing written notice to Class Counsel and the Court within five (5) business days after receiving the final opt-out list from the Settlement Administrator. If Highlands Oncology exercises this termination right, this Agreement shall be null and void, the certification of the Settlement Class shall be vacated, and Highlands Oncology shall pay all Settlement Administration Costs incurred up to the date of termination but shall have no other obligations under this Agreement.

79. **Objections.** The Long Form Notice shall also include a procedure for Settlement

Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

80. For an objection to be considered by the Court, the objection must also set forth:
  - a. the objector's full name, mailing address, telephone number, and email address (if any);
  - b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
  - c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed

case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

81. Any Settlement Class Member who fails to comply with the provisions of this Section and the requirements of the Preliminary Approval Order and Long Form Notice shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set

forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in this Agreement.

#### **VIII. Claim Form Process and Disbursement of Cash Payments**

82. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

83. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

84. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form and any supporting documentation before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete and that any supporting documentation meets the standards set forth in this Agreement. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

85. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

86. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and

abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

87. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator

shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

88. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent or contains false information;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class member;
- f. The Claimant submitted a valid request to opt-out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with this Settlement.

89. If the Settlement Administrator denies a claim because the Class Member's documentation is not decipherable or the Settlement Administrator otherwise cannot clearly identify what is being claimed, then the deficiency letter to the Class Member must clearly explain the confusion.

90. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

91. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

92. The Settlement Administrator must submit an invoice to Highlands Oncology for payment of all Valid Claims within 30 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Highlands Oncology shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 30 days of the invoice.

93. No later than 60 days after the Effective date, the Settlement Administrator shall: (a) distribute Cash Payments; and (b) ensure Credit Monitoring activation codes are emailed to Settlement Class Members.

94. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement

Administrator. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Highlands Oncology, and the Settlement Class Member shall forfeit their right to the funds.

95. No person or entity shall have any claim against Highlands Oncology, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

#### **IX. Final Approval Order and Final Judgment**

96. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

97. At or following the Final Approval Hearing, the Court will determine whether to

enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Highlands Oncology and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Highlands Oncology, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

**X. Service Awards, Attorneys' Fees, and Costs**

98. ***Service Awards*** - Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$1,500.00 each, subject to Court approval. Highlands Oncology takes no position on Service Awards of this amount. The Service Awards shall be payable separate from the Settlement Class Member Benefits. Highlands Oncology shall pay or cause to be paid the Court-approved Service Awards by check or wire transfer to an account designated by Class Counsel within thirty (30) days of the Effective Date.

99. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of

attorneys' fees and costs of \$400,000, to be paid by or on behalf of Highlands Oncology separate from Highlands Oncology's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Highlands Oncology takes no position on attorneys' fees and costs of this amount. Highlands Oncology shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within thirty (30) days of the Effective Date.

100. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

## **XI. Releases**

101. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

**MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

102. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their individual claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

103. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

**XII. Termination of Settlement**

104. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration and releases set forth herein;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. If any Class Member objects to the Settlement such that they would have standing to appeal, the time to appeal has expired or any appeals taken from the Final Approval Order, if any, is resolved in favor of Final Approval; and

e. The occurrence of the Effective Date.

105. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

106. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

### **XIII. Effect of Termination**

107. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Highlands Oncology's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

108. In the event the Settlement is terminated in accordance with the provisions of this

Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

#### **XIV. No Admission of Liability**

109. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Highlands Oncology has denied and continues to deny each of the claims and contentions alleged in the Complaint. Highlands Oncology specifically denies that a class could or should be certified in the Action for litigation purposes. Highlands Oncology does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Highlands Oncology has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

110. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

111. This Agreement constitutes a compromise and settlement of disputed claims. No

action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

112. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

113. In addition to any other defenses Highlands Oncology or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XV. Miscellaneous Provisions**

114. ***Integration of Exhibits.*** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of this Agreement.

115. ***Gender and Plurals.*** As used in this Agreement, the masculine or feminine gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

116. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

117. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good

faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

118. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

119. ***Integration and No Reliance.*** This Agreement, including all exhibits hereto, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties, including counsel for the Parties. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party, except as provided for herein.

120. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

121. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Arkansas, without regard to the principles thereof regarding choice of law.

122. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

123. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

124. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Class Counsel:

J. Gerard Stranch, IV  
**STRANCH, JENNINGS & GARVEY, PLLC**  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
Tel: (615) 254-8801  
gstranch@stranchlaw.com

Mariya Weekes  
**MILBERG, PLLC**  
333 SE 2nd Avenue, Suite 2000  
Miami, FL, 33131  
Tel: (786) 206-9057  
Fax: (786) 879-7520  
mweekes@milberg.com

If to Highlands Oncology or Defendant's Counsel:

Adam C. Smith  
McDonald Hopkins LLC

600 Superior Avenue E, Suite 2100  
Cleveland, OH 44114  
Phone: (216) 348-5407  
acsmith@mcdonaldhopkins.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

125. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

126. ***No Waiver.*** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

127. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Highlands Oncology respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

128. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Highlands Oncology shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

129. ***Independent Investigation and Decision to Settle.*** The Parties understand and

acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

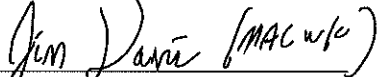
130. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

131. ***Deadlines.*** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All references to "days" in this Agreement shall refer to calendar days unless otherwise specified.

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

*Signature Page to Follow*

**PLAINTIFFS**

  
Jim Davis

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Nathan Stewart

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Michael Plunkett

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Michael Crawford

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Keely Boman

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Dasha Nichols

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Renetta Frisque

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Michelle Nalley

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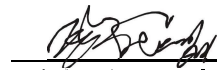
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Jim Davis

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Nathan Stewart

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Michael Plunkett

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Michael Crawford



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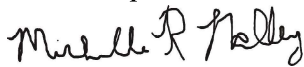
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Signed by:  
  
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Stacye Peebles

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Julie Rae Gonzalez

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Michelle Nalley

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Stacye Peebles

  
\_\_\_\_\_  
Julie Rae Gonzalez (May 27, 2026 19:27:15 CDT)  
Julie Rae Gonzalez

DocuSigned by:  
  
69F242955E36445...

Matthew Prunty, III

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)

\_\_\_\_\_  
**J. GERARD STRANCH, IV**  
STRANCH, JENNINGS & GARVEY, PLLC

\_\_\_\_\_  
**MARIYA WEEKES**  
MILBERG PLLC

**HIGHLANDS ONCOLOGY GROUP**

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

**COUNSEL HIGHLANDS ONCOLOGY GROUP**

\_\_\_\_\_

\_\_\_\_\_  
Matthew Prunty, III

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)

  
\_\_\_\_\_  
Gerard Stranch (Jun 2, 2026 14:22:25 EDT)

**J. GERARD STRANCH, IV**  
STRANCH, JENNINGS & GARVEY, PLLC

  
\_\_\_\_\_  
Mariya Weekes (Jun 2, 2026 14:23:06 EDT)

**MARIYA WEEKES**  
MILBERG PLLC

**HIGHLANDS ONCOLOGY GROUP**

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

**COUNSEL HIGHLANDS ONCOLOGY GROUP**

\_\_\_\_\_

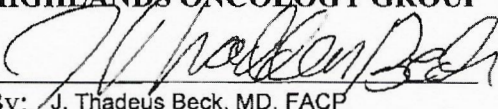
\_\_\_\_\_  
Matthew Prunty, III

**CLASS COUNSEL** (on behalf of Plaintiffs and the Settlement Class)

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**J. GERARD STRANCH, IV**  
STRANCH, JENNINGS & GARVEY, PLLC

\_\_\_\_\_  
**MARIYA WEEKES**  
MILBERG PLLC

**HIGHLANDS ONCOLOGY GROUP**

  
By: J. Thadeus Beck, MD, FACP  
Its Partner

**COUNSEL HIGHLANDS ONCOLOGY GROUP**

  
\_\_\_\_\_  
Allen C. Allen

# **EXHIBIT 1**

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

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

*In re Highlands Oncology Group  
Data Breach Litigation*  
Case No. 72CV-25-3420

**IF YOUR PRIVATE INFORMATION WAS  
COMPROMISED IN THE JUNE 2025  
HIGHLANDS ONCOLOGY GROUP  
DATA INCIDENT, A PROPOSED CLASS  
ACTION SETTLEMENT MAY AFFECT YOUR  
RIGHTS AND ENTITLE YOU TO BENEFITS  
AND A CASH PAYMENT.**

Login ID: «ClaimLoginID»  
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

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

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



This notice is only a summary. Visit  
[www.SettlementWebsite.com](http://www.SettlementWebsite.com)  
Or scan this QR code for  
complete information.

**Why am I receiving this notice?** A Settlement has been reached with Highlands Oncology Group ("Highlands Oncology") in a class action lawsuit. The case is about the June 2025 cyberattack on Highlands Oncology (the "Data Incident"). Files containing private information were potentially accessed. Highlands Oncology denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

**Who is included in the Settlement?** The Court has defined the class as: "All individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025."

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

**What are the Settlement benefits?** You can claim three years of **Medical Data Monitoring** and **one** of the two **Cash Payment** options.

**Cash Payment A:** If you have documented losses you can get back up to **\$4,250**.

**Cash Payment B:** *Instead of Cash Payment A*, you can get a one-time **\$50** cash payment.

Full details and instructions are available online.



[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

SIMID: [SIMID]

CaseID: [CaseID]

**How do I receive a benefit?** If you are claiming a payment for documented losses, file all of your claims online. Otherwise, you may fill out the Claim Form below. Tear at perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

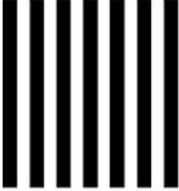
**When will the Court approve the Settlement?** The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$400,000, and \$1,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.



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



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 47 COSTA MESA, CA

POSTAGE WILL BE PAID BY ADDRESSEE

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



**«FirstName» «LastName»**

**«Address1» «Address2»**

**«PIN» «ClaimLoginPIN»**

**«ClaimID» «ClaimLoginID»**

**Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than Claims Deadline!.**

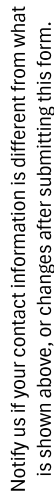
**INSTRUCTIONS:** Use this card to submit your claim for three years of **Medical Data Monitoring** and/or the **\$50.00 Cash Payment B – Alternate Cash**.

☐ Check this box to enroll in three years of **Medical Data Monitoring** from CyEx Medical Shield Complete. Please **PRINT** your email address below (required):

[illegible]

How would you like to be paid:

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

[illegible]

**SIMID:** «SIMID»

## **EXHIBIT 2**

# NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*In re Highlands Oncology Group Data Breach Litigation*

Case No. 72CV-25-3420

Circuit Court for Washington County, Arkansas

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JUNE 2025  
HIGHLANDS ONCOLOGY GROUP DATA INCIDENT, A PROPOSED  
CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,  
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

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

*You are not being sued.*

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

- A Settlement has been reached with Highlands Oncology Group (“Highlands Oncology” or “Defendant”) in a class action lawsuit. This case is about the targeted cyberattack on Highlands Oncology's computer systems that occurred in June 2025 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver's license/state identification numbers; passport numbers; credit/debit card numbers; financial account numbers; medical treatment information; medical record numbers; patient account numbers; and/or health insurance policy information.
- The lawsuit is called *In re Highlands Oncology Group Data Breach Litigation*, Case No. 72CV-25-3420. It is pending in the Circuit Court for Washington County, Arkansas (the “Action”).
- Highlands Oncology 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 Action.
- Highlands Oncology'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 Highlands Oncology.
- 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 or payments from this Settlement is by submitting a valid and timely Claim Form.</p> <p>The fastest way to submit your Claim Form is online at <a href="http://www.[SettlementWebsite].com">www.[SettlementWebsite].com</a>. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.</p> | <u>          </u> , 2026 |
| <b>OPT OUT OF THE SETTLEMENT</b>                            | You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.                                                                                                                                                                                                  | <u>          </u> , 2026 |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>     | If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.                                                                                                                                                                                         | <u>          </u> , 2026 |
| <b>DO NOTHING</b>                                           | Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.                                                                                                                                                      | No Deadline              |

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

## WHAT THIS NOTICE CONTAINS

|                                                       |   |
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## Basic Information

### 1. Why was this Notice issued?

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

The lawsuit is called *In re Highlands Oncology Group Data Breach Litigation*, Case No. 72CV-25-3420. It is pending in the Circuit Court for Washington County, Arkansas. The people that filed this lawsuit are called the “Plaintiffs” (or “Class Representatives”) and the company they sued, Highlands Oncology Group, is called the “Defendant.”

### 2. What is this lawsuit about?

This lawsuit alleges that during the June 2025 targeted cyberattack on Highlands Oncology's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; Social Security numbers; driver’s license/state identification numbers; passport numbers; credit/debit card numbers; financial account numbers; medical treatment information; medical record numbers; patient account numbers; and/or health insurance policy information.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Jim Davis; Nathan Stewart; Michael Plunkentt; Michael Crawford; Keely Boman; Dasha Nichols; Renetta Frisque; Michelle Nalley; Stacye Peebles; Julie Rae Gonzalez; and Matthew Prunty, III. 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 individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025.”

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

Yes. Excluded from the Class are: (1) all persons who are directors and officers of Highlands Oncology; (2) governmental entities; and (3) the Judge assigned to this case, that Judge’s immediate family, and Court staff.

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

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

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

## The Settlement Benefits

### 7. What does the Settlement provide?

All Settlement Class Members may claim **Medical Data Monitoring** and **one** of two **Cash Payment** options. The benefits are explained in more detail below.

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in three years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

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

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

#### **CASH PAYMENT OPTIONS**

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident, you can get back up to **\$4,250.00**. The losses must have occurred between June 2, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

**Cash Payment B – Alternate Cash.** Instead of *Cash Payment A*, you may claim a one-time cash payment of **\$50.00**.

You do not have to provide any proof or explanation to claim this payment.

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

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

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

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

## Submitting a Claim Form for a Settlement Payment

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

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

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

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com), or by U.S. mail at the address above.

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

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

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

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

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

## The Lawyers Representing You

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

Yes, the Court has appointed attorneys Mariya Weekes of Milberg PLLC and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, to represent you and other Class Members (“Class Counsel”).

### 13. Should I get my own lawyer?

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

### 14. How will Class Counsel be paid?

Class Counsel will ask the court to approve \$400,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Highlands Oncology.

Class Counsel will also ask for Service Award payments of \$1,500.00 for each of the Class Representatives. Service Award payments will also be paid by Highlands Oncology.

## 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 Highlands Oncology 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 Action: *In re Highlands Oncology Group Data Breach Litigation*, Case No. 72CV-25-3420, pending in the Circuit Court for Washington County, Arkansas;
- (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:

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

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

## Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Action: *In re Highlands Oncology Group Data Breach Litigation*, Case No. 72CV-25-3420, pending in the Circuit Court for Washington County, Arkansas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information;
- (5) if you or your lawyer have objected in any other cases in the past five years, list the names, courts, the orders ruling on your objections, and civil action numbers for each of those cases;
- (6) if you plan on calling witnesses or submitting documents at the Final Approval Hearing, provide a full list of both;
- (7) whether or not you or your lawyer would like to speak at the Final Approval Hearing; and
- (8) your signature (if you have hired your own lawyer, their signature is not sufficient).

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 via U.S. Mail of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

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

| Class Counsel                                                                                                                                                                                                                     | Counsel for Defendants                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| J. Gerard Stranch,<br><b>STRANCH, JENNINGS &amp; GARVEY, PLLC</b><br>223 Rosa L. Parks Avenue, Suite 200<br>Nashville, TN 37203<br><br>Mariya Weekes<br><b>MILBERG, PLLC</b><br>333 SE 2nd Avenue, Suite 2000<br>Miami, FL, 33131 | Adam C. Smith<br><b>McDonald Hopkins LLC</b><br>600 Superior Avenue E, Suite 2100<br>Cleveland, OH 44114 |

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

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

## The Court's Final Approval Hearing

## 18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on [FA Hearing Date] at [Hearing Time] Central Time, in Room [Court Room] of the Circuit Court for Washington County, Arkansas, at [Court Address].

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

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

The date and time of this hearing may change without further notice. Please check [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) for updates.

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

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

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

## If I Do Nothing

### 20. What happens if I do nothing at all?

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

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

## Getting More Information

### 21. How do I get more information?

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

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

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

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

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

## **EXHIBIT 3**

# CLAIM FORM AND RELEASE

## CIRCUIT COURT FOR WASHINGTON COUNTY, ARKANSAS

*In re Highlands Oncology Group Data Breach Litigation*

Case No. 72CV-25-3420

Highlands Oncology Data Incident Settlement

P.O. Box [PO Box Number]

Santa Ana, CA 92799

XXX-XXX-XXXX

info@[SettlementWebsite].com

www.[SettlementWebsite].com

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

The court has defined the Class this way: "All individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025."

**Excluded from the Settlement Class** are: (1) all persons who are directors and officers of Highlands Oncology; (2) governmental entities; and (3) the Judge assigned to this case, that Judge's immediate family, and Court staff.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.



Claims must be received by [Claims Deadline].



Paper Claim Forms must be mailed through the United States Postal Service and postmarked **no later than** [Claims Deadline]. Please mail to:

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

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

## GENERAL INFORMATION

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

## AVAILABLE BENEFITS

All Settlement Class Members may claim **Medical Data Monitoring** and one of two **Cash Payment** options. The benefits are explained in more detail below.

**MEDICAL DATA MONITORING.** All Class Members are eligible to enroll in three years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

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

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

### CASH PAYMENT OPTIONS

**Cash Payment A – Documented Losses.** If you incurred actual, documented out-of-pocket losses related to fraud and/or identity theft as a result of the Data Incident, you can get back up to **\$4,250.00**. The losses must have occurred between June 2, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

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

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

**Cash Payment B – Alternate Cash.** Instead of *Cash Payment A*, you may claim a one-time cash payment of **\$50.00**.

You do not have to provide any proof or explanation to claim this payment.

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

Online: [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

By email: [info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)

By toll-free call: XXX-XXX-XXXX

By mail: Claims Administrator

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

➔ **THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT**  
**www.[SettlementWebsite].com** ➔

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

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

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

## I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. If you do not know your Login ID, contact the Claims Administrator. **Please write legibly.**

MI

[illegible]

**Class Member Last Name**

[illegible]

Entity Name (if Class Member is not an individual)

[illegible]

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

[illegible]

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

[illegible]

**City** **State** **ZIP**

[illegible]

Email Address

[illegible]

Telephone Number

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**Login ID**

[illegible]

## II. MEDICAL DATA MONITORING

- ☐ Check this box if you would like to enroll in three years of Medical Data Monitoring from CyEx Medical Shield Complete.

### III. CASH PAYMENT A – DOCUMENTED LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to \$4,250.00. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION IV.**

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

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

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

### IV. CASH PAYMENT B – ALTERNATE CASH

- ☐ Check this box if you want to claim a one-time \$50.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.**

## V. PAYMENT SELECTION

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

 **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

[illegible]

☐ **VENMO**

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

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**ZELLE**

Email address associated with your Zelle account, if different than you provided in Section I:

[illegible]

OR

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

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☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

[illegible]

## ☐ PHYSICAL CHECK

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

## VI. ATTESTATION AND SIGNATURE

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

### Class Member Signature

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Please print or type your name on the line above.

## **EXHIBIT 4**

**IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS  
CIVIL DIVISION**

IN RE HIGHLANDS ONCOLOGY GROUP  
DATA BREACH LITIGATION

Case No. 72CV-25-3420

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

Plaintiffs/Class Representatives Jim Davis, Nathan Stewart, Michael Plunkentt, Michael Crawford, Keely Boman, Dasha Nichols, Renetta Frisque, Michelle Nalley, Stacey Peebles, Julie Rae Gonzalez and Matthew Prunty, III (“Plaintiffs”), by and through counsel, having submitted a class action Settlement Agreement and Release (the “Settlement” or the “Settlement Agreement”) to the Court and having moved on an unopposed basis for preliminary approval of the Settlement under Arkansas Rule of Civil Procedure 23(e), and the Court, being duly advised, now finds that the motion should be, and hereby is, **GRANTED**.

**ACCORDINGLY, IT IS HEREBY ORDERED:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over Plaintiffs and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, and without prejudice to the right of Defendant Highlands Oncology Group, P.A. (“Highlands”) to oppose class certification should the Settlement not receive final approval or otherwise not become effective, the requirements of Rules 23(a) and 23(b) of the Arkansas Rules of Civil Procedure have been met,

specifically:

- a. The Class Members are so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the Class based upon the claims raised in the lawsuit relating to the data breach at issue;
- c. Plaintiff's claims are typical of the claims of the Class because they are based on, and arise from the same data breach;
- d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class as Plaintiff has no interests antagonistic to the Class and Class Counsel is experienced in class action litigation and Plaintiff has participated in the litigation;
- e. Questions of law and fact common to the class members predominate over any questions affecting only individual members, namely those relating to the data breach at issue, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as it provides an efficient class-wide resolution.

4. The Court therefore **CERTIFIES** the following Class:

All individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025.

5. The Court appoints J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and Mariya Weekes of Milberg PLLC as Class Counsel.

6. The Court appoints Plaintiffs Jim Davis, Nathan Stewart, Michael Plunkentt, Michael Crawford, Keely Boman, Dasha Nichols, Renetta Frisque, Michelle Nalley, Stacye Peebles, Julie Rae Gonzalez and Matthew Prunty, III as Class Representatives.

7. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between Plaintiffs and the Class, on one hand, and Defendant,

on the other hand, under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval. Nothing in this Order shall constitute an admission of liability or wrongdoing by Highlands, nor shall it constitute a finding of the validity of any claim or the appropriateness of class certification for litigation purposes.

8. The proposed notices in the form attached to the Settlement, and the manner of distribution of such Notice by direct mail, are hereby approved by this Court as the best notice practicable to the Class. The form and manner of notice proposed in the Settlement comply with Rule 23 of the Arkansas Rules of Civil Procedure and the requirements of Due Process.

9. Simpluris (the “Settlement Administrator”) shall cause notice to be sent to each Class Member no later than thirty (30) days from the date of this Order. Notice shall be sent in the manner set forth in the Settlement.

10. No later than forty-five (45) days before the initial date set for the Final Approval Hearing Plaintiff shall file a motion for approval of the attorneys’ fees, expenses and costs, and the Class Representatives’ service awards.

11. Pursuant to Rule 23 of the Arkansas Rules of Civil Procedure, a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at \_\_\_\_\_ o’clock, on \_\_\_\_\_ (month) \_\_\_\_\_ (date), 2026 (the “Final Approval Hearing Date”), at the Circuit Court of Washington County, Arkansas (or by remote appearance if circumstances require and information relating to the hearing shall then be posted on the settlement website) for the purpose of: (a) determining whether the Settlement is fair, reasonable, and adequate and should be finally approved; (b) determining

whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses and costs and the Class Representatives' service award pursuant to Rule 23 of the Arkansas Rules of Civil Procedure. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

12. Class Members shall be afforded an opportunity to request exclusion from the Class. For an Opt-Out request to be valid, it must be postmarked on or before the Opt-Out deadline, as provided for in the Settlement Agreement. The Opt-Out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Class Members who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement. Class Members who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement, including the release of all Released Claims as set forth in the Settlement Agreement.

13. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. To be valid and considered by the Court, the objection must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have

been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's

prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

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

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

16. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before the Washington County Circuit Court and the State of Arkansas, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with the

Arkansas Rules of Civil Procedure.

17. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties, and all Orders issued pursuant to the Settlement shall be vacated, including the certification of the Class. In such event, (a) the class certification granted herein shall be deemed vacated and of no further force or effect, (b) no findings or rulings made in connection with the Settlement may be used by any party or non-party as evidence or argument in support of class certification in this or any other proceeding against Highlands, and (c) the Parties shall be restored to their respective positions as if no settlement had been negotiated or agreed upon.

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

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2026

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Honorable Doug Martin  
Circuit Judge

## **EXHIBIT 5**

**IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS  
CIVIL DIVISION**

IN RE HIGHLANDS ONCOLOGY GROUP  
DATA BREACH LITIGATION

Case No. 72CV-25-3420

**[PROPOSED] ORDER GRANTING FINAL APPROVAL**

WHEREAS, Plaintiffs/Class Representatives Jim Davis, Nathan Stewart, Michael Plunkentt, Michael Crawford, Keely Boman, Dasha Nichols, Renetta Frisque, Michelle Nalley, Stacye Peebles, Julie Rae Gonzalez and Matthew Prunty, III, by their respective counsel, entered into the Class Action Settlement Agreement (the “Settlement Agreement” or the “Settlement”);

WHEREAS, Plaintiffs and Defendant applied pursuant to Rule 23 of the Arkansas Rules of Civil Procedure for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement Agreement;

WHEREAS, this Court previously certified the Settlement Class;

WHEREAS, on \_\_\_\_\_, the Court entered an order preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, directing that appropriate notice of the Settlement be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) Class Counsel caused the Notice of class action settlement to be mailed by United States First Class Mail to all known members of the Class; and (2) the declaration of notice demonstrates compliance with the Preliminary Approval Order with respect to the mailed notice and, further,

that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel advised the Court that \_\_\_\_\_ person(s) submitted valid requests for exclusion from the Class and \_\_\_\_\_ person(s) objected;

WHEREAS, on \_\_\_\_\_, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the Action, the benefits to the Class under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

**THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff and Defendant in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. For settlement purposes, the Court certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was compromised in the Data Breach on or around June 2025.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Highlands Oncology; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff. For the reasons set forth in the Preliminary Approval Order and

in Plaintiff's Motion for Final Approval, the Court finds that the requirements for certification under Arkansas Rules of Civil Procedure 23(a) and 23(b) are satisfied.

5. The Plaintiffs and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement, and the Settlement is the product of good-faith, arms'-length negotiations.

6. The Settlement is the product of good faith, arms'-length negotiations by the Parties and their counsel, and the Class and Defendant were represented by capable and experienced counsel.

7. The form, content, and method of dissemination of the Notice given to members of the Class—individual mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 and Due Process.

8. For the reasons set forth in the Preliminary Approval Order and Plaintiffs' Motion for Final Approval, the Court finds that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Plaintiffs, the Class, Class Counsel, Defendant, and Defendant's counsel to effectuate the Settlement according to its terms.

9. The Settlement Agreement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan as set forth in the Settlement Agreement, and the parties are authorized to implement that distribution after deductions for fees, expenses, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Agreement, the Parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

11. Upon the Effective Date, the Class Representative and the Settlement Class release and forever discharge Defendant and each entity which is controlled by, controlling or under common control with Highlands Oncology and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, excess insurers, excess insurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, trustees, attorneys, accountants, auditors, consultants, and representatives, from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of or in any way related to the claims asserted, or which could have been asserted, in the Action.

12. The release does not apply to the individuals who timely and validly opted out, as reflected in the Settlement Administrator's declaration.

13. [Placeholder for the Court's ruling on objections].

14. This Order is a final judgment because it disposes of all claims against all parties to the Action. The Court retains jurisdiction over the Settlement Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

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

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
Honorable Doug Martin  
Circuit Judge

# ClassAction.org

This complaint is part of ClassAction.org's searchable [class action lawsuit database](#)

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