

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

HEATHER HILLBOM, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

R1 RCM INC.; and DIGNITY HEALTH d/b/a  
DIGNITY HEALTH - ST. ROSE DOMINICAN  
HOSPITAL, ROSE DE LIMA CAMPUS,

Defendants.

Case No.: 2:24-cv-00664-JAD-EJY

**CLASS ACTION SETTLEMENT  
AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”), dated as of the date of the last signature affixed hereto, is made and entered into by and among the following Settling Parties (as defined below): Plaintiff HEATHER HILLBOM (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), R1 RCM INC. (“R1”), and DIGNITY HEALTH d/b/a DIGNITY HEALTH - ST. ROSE DOMINICAN HOSPITAL, ROSE DE LIMA CAMPUS (“Dignity Health” and, together with R1, “Defendants”) (collectively, the “Settling Parties” or “Parties”), by and through their counsel of record. This Settlement Agreement is subject to judicial approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below) against the Released Parties (as defined below), upon and subject to the terms and conditions hereof:

**I. RECITALS**

A. On April 5, 2024, Plaintiff filed a Class Action Complaint against Defendants in the U.S. District Court for the District of Nevada (the “Complaint”). Plaintiff’s case is titled *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.) (the “Action”).

B. Defendants moved to dismiss the Complaint in full on August 27, 2024, pursuant to

1 Rules 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure, (1) challenging Plaintiff's  
2 standing to bring her claims and to seek injunctive relief, and (2) seeking dismissal of the Complaint  
3 for an alleged failure to state a claim for which relief can be granted.

4 C. After conclusion of briefing related to Defendants' Motion to Dismiss, the Parties  
5 sought a stay of the Action, including deferral of the hearing on Defendants' Motion to Dismiss,  
6 pending the Parties' participation in mediation.

7 D. To facilitate a well-informed mediation, the Parties engaged in substantial informal  
8 pre-mediation discovery over the course of several months, including the exchange of responses to  
9 discovery requests and other documents and information relevant to the Action. The Parties have  
10 explored and discussed at length the factual and legal issues in the Action, including through the  
11 exchange of mediation statements and the aforementioned briefing on Defendants' Motion to  
12 Dismiss.

13 E. On January 29, 2025, the Parties participated in a full-day mediation presided over by  
14 a well-respected neutral, Bruce Friedman, Esq. of JAMS. As a result of the Parties' arm's-length  
15 negotiations at the mediation, and the mediator's proposal provided by Mr. Friedman, the Parties  
16 reached a settlement as memorialized in this Settlement Agreement (the "Settlement"), subject to the  
17 Court-approval process set forth herein.

18 F. The Parties did not discuss attorneys' fees, costs, and expenses, or service awards for  
19 the Plaintiff before reaching an agreement as to the overall relief for Settlement Class Members (as  
20 defined below).

21 G. Defendants deny any allegations of wrongdoing and disclaim liability with respect to  
22 all claims asserted in the Action. Defendants deny the material allegations of the Complaint.  
23 Defendants further deny that the Action satisfies the requirements to be tried as a class action under  
24 federal and/or state law.

25 H. The Parties recognize that the outcome of the Action is uncertain and that protracted  
26 litigation of this Action to final judgment, and any potential subsequent appellate practice, would  
27 entail substantial cost, risk, and delay of benefits and relief for Plaintiff and all Settlement Class  
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Members.

I. The Parties desire to fully, finally, and forever compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action, by or on behalf of Plaintiff and the Settlement Class.

J. The Parties agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interest of Plaintiff and all Settlement Class Members.

**NOW, THEREFORE**, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

## **II. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. **“Action”** means *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY, in the United States District Court for the District of Nevada.

B. **“Administrative Expenses”** means all reasonable charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all reasonable expenses and costs associated with claims administration, the Notice Program, and providing Notice to the Settlement Class Members. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

C. **“Approved Claim(s)”** means a Claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

1 D. **“Claim”** means a written claim submitted by a Settlement Class Member via a Claim  
2 Form.

3 E. **“Claimant”** means a Settlement Class Member who submits a Claim Form.

4 F. **“Claim Form”** means the form a Settlement Class Member must submit to claim any  
5 Settlement Benefits, in a format substantially similar to Exhibit C attached hereto.

6 G. **“Claims Deadline”** means the date by which a Claim Form must be received by the  
7 Settlement Administrator, either electronically through the Settlement Website or postmarked if  
8 submitted by U.S. mail, in order for a Settlement Class Member to be eligible for any of the  
9 Settlement Benefits contemplated in this Settlement Agreement. The Claims Deadline shall be  
10 ninety (90) days after the Class Notice Date.

11 H. **“Class Counsel”** refers to Abbas Kazerounian, Mona Amini, and Gustavo Ponce, of  
12 Kazerouni Law Group, APC.

13 I. **“Class Notice”** or **“Notice”** means the Court-approved form of notice to the  
14 Settlement Class Members in a format substantially similar to Exhibits A and B attached hereto,  
15 mutually prepared and agreed upon by the Parties, informing the Settlement Class Members of,  
16 among other things, (i) the preliminary approval of the Settlement; (ii) the Settlement Benefits  
17 available to Settlement Class Members; (iii) their opportunity to participate in, object to, or exclude  
18 themselves from the Settlement; and (iv) the scheduling of a Final Approval Hearing regarding the  
19 Settlement. Class Notice shall include, but not be limited to, a postcard notice in a format  
20 substantially similar to Exhibit A attached hereto (the “Postcard Notice”) and a long form notice in  
21 a format substantially similar to Exhibit B attached hereto (the “Long Form Notice”).

22 J. **“Class Notice Date”** means the date by which the Settlement Administrator must  
23 complete the issuance of Class Notice to the Settlement Class Members. This date shall be thirty  
24 (30) days after the Court has entered the Preliminary Approval Order.

25 K. **“Class Representative”** means Heather Hillbom, the named Plaintiff in the Action.

26 L. **“Court”** means the United States District Court for the District of Nevada.  
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1 M. **“Data Incident”** means the data security incident wherein an unauthorized third party  
2 may have accessed personal identifying information (“PII”) and/or protected health information  
3 (“PHI”) of Dignity Health’s current and former patients, including Plaintiff and the Settlement Class  
4 Members, by exploiting a zero-day vulnerability within the GoAnywhere file transfer platform on or  
5 around January 30, 2023.

6 N. **“Defendants’ Counsel”** means Sean G. Wieber, Kevin P. Simpson, and Amelia  
7 Garza-Mattia, of Winston & Strawn LLP.

8 O. **“Effective Date”** means: (a) if there are no objections to the Settlement Agreement  
9 submitted, or any timely objections have been submitted and then withdrawn before entry of the  
10 Final Approval Order, the date the Court enters the Final Approval Order; or (b) if an objection to  
11 the Settlement Agreement has been submitted, and if reconsideration, appeal, petition, writ, or other  
12 appellate proceeding is not sought from the Final Approval Order, the expiration of time for the filing  
13 or noticing of any motion for reconsideration, appeal, petition, writ, or other appellate proceeding;  
14 or (c) if any reconsideration, appeal, petition, writ, or other proceeding opposing the Court’s Final  
15 Approval Order has been filed by any Settlement Class Member, five (5) business days after any  
16 reconsideration, appeal, petition, writ, or other proceeding opposing the Final Approval Order has  
17 been finally and conclusively dismissed or denied with no right to pursue further remedies or relief.

18 P. **“Extraordinary Losses”** are unreimbursed costs or expenditures incurred by a  
19 Settlement Class Member due to identity theft or fraud which are fairly traceable to the Data Incident  
20 and supported by Reasonable Documentation. These may include, without limitation, falsified tax  
21 returns, false claims for government benefits, false claims for medical treatment, among others,  
22 incurred on or after January 30, 2023, through the date of submission of the Settlement  
23 Class Member’s Claim.

24 Q. **“Fee Award and Costs”** means the amount of attorneys’ fees and litigation costs and  
25 expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

26 R. **“Final Approval Hearing”** means the hearing at which the Court will consider and  
27 determine whether to enter the Final Approval Order and at which the Court may consider and  
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1 determine whether to approve any Service Award for the Class Representative and any Fee Award  
2 and Costs for Class Counsel.

3 S. **“Final Approval Order”** means the order and judgment that the Court enters upon  
4 final approval of the Settlement Agreement, in a format substantially similar to Exhibit E attached  
5 hereto. In the event that the Court issues separate orders addressing the matters constituting final  
6 approval of the Settlement Agreement, then the Final Approval Order includes all such orders.

7 T. **“Medical Identity-Theft Protection and Monitoring Services”** means the Medical  
8 Shield Total medical information protection and credit monitoring service offered through CyEx, as  
9 further detailed in Section III(B)(1) below. being made available to all Settlement Class Members  
10 that submit an Approved Claim selecting this Settlement Benefit.

11 U. **“Monetary Payment”** means any *pro rata* cash payment that may be made to  
12 Settlement Class Members who submit an Approved Claim selecting this Settlement Benefit, as  
13 further specified in Section III(B)(2) below.

14 V. **“Net Settlement Fund”** means the amount of funds that remain in the Settlement  
15 Fund after funds are paid, or allocated for payment, for the following: (i) Administrative Expenses,  
16 (ii) any Service Award, (iii) any Fee Award and Costs, and (iv) any applicable taxes.

17 W. **“Non-Profit Residual Funds Recipient”** means a 26 U.S.C. § 501(c)(3) non-profit  
18 organization.

19 X. **“Notice Program”** means the Notice method(s) provided for in this Settlement  
20 Agreement and consists of (1) the Postcard Notice for all Settlement Class Members for whom  
21 Defendants have a mailing address on file in Defendants’ business records or for whom a physical  
22 address can be identified with reasonable effort of the Settlement Administrator, as described herein,  
23 (2) the Long Form Notice posted on the Settlement Website, and (3) e-mail notice to any Settlement  
24 Class Members for whom Defendants have an e-mail address on file in Defendants’ business records  
25 and for whom Postcard Notice was returned as undeliverable. The Notice Program shall be carried  
26 out as described herein.

1           Y.       **“Objection Deadline”** means sixty (60) days after the Class Notice Date, or a date  
2 otherwise ordered by the Court, for Settlement Class Members to object to the Settlement  
3 Agreement’s terms, the proposed Service Award, or the proposed Fee Award and Costs, and to  
4 submit any required statements, proof, or other materials and/or argument.

5           Z.       **“Out-of-Pocket Expenses”** are unreimbursed costs or expenditures incurred by a  
6 Settlement Class Member on or after January 30, 2023, through the date of submission of the  
7 Settlement Class Member’s Claim, that are fairly traceable to the Data Incident and supported by  
8 Reasonable Documentation. Out-of-Pocket Expenses may include, without limitation, the following:  
9 (1) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting  
10 agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Expenses, such as  
11 notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit  
12 monitoring or other mitigative costs.

13           AA.     **“Preliminary Approval Order”** means the order of the Court preliminarily  
14 approving this Settlement Agreement, in a format substantially similar to Exhibit D attached hereto.

15           BB.     **“Reasonable Documentation”** means documentation supporting a Claim for  
16 Extraordinary Losses or Out-of-Pocket Expenses, including, but not limited to, credit card  
17 statements, bank statements, invoices, telephone records, and receipts.

18           CC.     **“Released Claims”** means any and all claims, causes of action, suits, obligations,  
19 debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses  
20 and attorneys’ fees of any nature whatsoever, whether based on any law (including federal law, state  
21 law, common law, contract, rule, or regulation) or equity, whether known or unknown, suspected or  
22 unsuspected, asserted or unasserted, foreseen or unforeseen actual or contingent, liquidated or  
23 unliquidated, punitive or compensatory, monetary or nonmonetary, that have been pled in the  
24 Complaint, or that could have been pled in the Complaint, and that arise out of or relate to the causes  
25 of action, allegations, practices, or conduct at issue in the Complaint related to Defendants with  
26 respect to the Data Incident.

27           DD.     **“Released Parties”** means Defendants and any and all of their present or past  
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1 affiliates, divisions, predecessors, successors, assignees, parents, or subsidiaries and the associates,  
2 employers, employees, agents, consultants, dealers, contractors, independent contractors, vendors,  
3 insurers, directors, managers, managing directors, officers, partners, principals, members, attorneys,  
4 accountants, administrators, financial and other advisors, investment bankers, underwriters,  
5 shareholders, lenders, auditors, investment advisors, sellers, distributors, legal representatives,  
6 successors in interest, assigns and persons, firms, trustees, trusts, corporations, officers, directors,  
7 general or limited partners of Defendants, and any and all other individuals or entities in which  
8 Defendants have a controlling interest or which are affiliated with them, or any other representatives  
9 of any of these persons and entities.

10 EE. **“Releasing Party”** means the Class Representative and any Settlement Class  
11 Member who does not submit a timely and valid Request for Exclusion.

12 FF. **“Request for Exclusion”** means a timely and valid request by any Settlement Class  
13 Member for exclusion from the Settlement consistent with Section V(D) below.

14 GG. **“Request for Exclusion Deadline”** means sixty (60) days after the Class Notice Date,  
15 or a date otherwise ordered by the Court, for Settlement Class Members to submit a Request for  
16 Exclusion.

17 HH. **“Residual Funds”** means any monies remaining in the Net Settlement Fund more  
18 than ninety (90) days after distribution of all Settlement Payments.

19 II. **“Service Award”** means the amount to be paid to Plaintiff to compensate her for the  
20 time and effort expended on behalf of the Settlement Class, subject to approval of the Court, and  
21 which shall not exceed an amount of \$2,500.

22 JJ. **“Settlement Administrator”** means the qualified third-party administrator agreed to  
23 by Class Counsel and Defendants’ Counsel and approved and appointed by the Court in the  
24 Preliminary Approval Order, to administer the Settlement, including providing the Notice to the  
25 Settlement Class. Class Counsel proposes, and Defendants’ Counsel does not oppose, that the Court  
26 appoint Simpluris, Inc. as the Settlement Administrator to design, consult on, and implement the  
27 Notice Program and related requirements of this Agreement, including establishment of the  
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1 Settlement Website, the submission and review of Claim Forms, and the issuance of Settlement  
2 Benefits, subject to the Court's approval.

3 KK. **"Settlement Benefit(s)"** means any Monetary Payment, the Medical Identity-Theft  
4 Protection and Monitoring Services, and payments for Out-of-Pocket Expenses or Extraordinary  
5 Losses.

6 LL. **"Settlement Class"** means all individuals whose PII and/or PHI was potentially  
7 impacted in the Data Incident who were sent notice of the Data Incident by Defendants.

8 MM. **"Settlement Class List"** means a list of all Settlement Class Members.

9 NN. **"Settlement Class Member(s)"** means all persons meeting the definition of the  
10 Settlement Class.

11 OO. **"Settlement Fund"** means a non-reversionary class settlement fund to be established  
12 by the Settlement Administrator.

13 PP. **"Settlement Payment"** means any payment made to Settlement Class Members for  
14 a Settlement Benefit.

15 QQ. **"Settlement Sum"** means the sum of \$675,000.00, to be paid by Defendants as  
16 specified in this Settlement Agreement.

17 RR. **"Settlement Website"** means the website that the Settlement Administrator will  
18 establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the  
19 commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of  
20 and information about the Settlement, through and including hyperlinked access to this Settlement  
21 Agreement, the Long Form Notice, the Preliminary Approval Order, the Claim Form, the Complaint  
22 filed in the Action, and such other documents as Class Counsel and Defendants' Counsel agree to  
23 post or that the Court orders posted on the website. The URL of the Settlement Website shall be  
24 agreed upon by Class Counsel and Defendants' Counsel. Settlement Class Members shall also have  
25 the ability to submit Claim Forms electronically via the Settlement Website.

26 SS. **"Unknown Claims"** means any of the Released Claims that any Settlement Class  
27 Member, including Class Representative, does not know or suspect to exist in his or her favor at the  
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1 time of the release of the Released Parties that, if known by him or her, might have affected his or  
2 her settlement with, and release of, the Released Parties, or might have affected his or her decision  
3 to participate in this Agreement. With respect to any and all Released Claims, the Settling Parties  
4 stipulate and agree that upon the Effective Date, the Settlement Class Members, including Class  
5 Representative, expressly shall have released any and all Released Claims, including Unknown  
6 Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542,  
7 and also any and all provisions, rights, and benefits conferred by any law of any state, province, or  
8 territory of the United States which is similar, comparable, or equivalent to California Civil Code §  
9 1542, which provides:

10       A general release does not extend to claims which the creditor or releasing party  
11       does not know or suspect to exist in his or her favor at the time of executing the  
12       release and that, if known by him or her, would have materially affected his or her  
13       settlement with the debtor or released party.

14 Settlement Class Members, including Class Representative, may hereafter discover facts in addition  
15 to, or different from, those that they now know or believe to be true with respect to the subject matter  
16 of the Released Claims, but the Settlement Class Members, including Class Representative, expressly  
17 shall have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully,  
18 finally and forever settled and released any and all Released Claims, including Unknown Claims.

19 **III. SETTLEMENT TERMS**

20       A. Within fourteen (14) days of the Court's entry of the Preliminary Approval Order,  
21 Defendants will pay, or cause to be paid, the Settlement Sum into the Settlement Fund.

22       B. Each Settlement Class Member may submit a Claim Form for the following  
23 Settlement Benefits:

24             1. Medical Identity-Theft Monitoring and Protection Services. Each Settlement  
25 Class Member will be eligible to receive an activation code for two (2) years of Medical Identity-  
26 Theft Monitoring and Protection Services, which will be Medical Shield Total offered through CyEx.  
27 The expenses associated with procuring the Medical Identity-Theft Monitoring and Protection  
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Services will be paid by the Settlement Administrator from the Net Settlement Fund. In addition to providing three-bureau credit monitoring, the Medical Identity-Theft Monitoring and Protection Services monitor medical and healthcare data to help determine whether an individual's PHI is at risk or has been exposed to medical fraud, and they include: Healthcare Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, International Classification of Disease Monitoring, National Provider Identifier Monitoring, Health Savings Account Monitoring, Dark Web Monitoring, \$1,000,000 Identity Theft Insurance, Real-Time Authentication Alerts, High-Risk Transaction Monitoring, Security Freeze Assist, and Victim Assistance. To receive Medical Identity-Theft Monitoring and Protection Services, a Settlement Class Member must submit an Approved Claim to the Settlement Administrator.

2. Monetary Payment. In addition to the Medical Identity-Theft Monitoring and Protection Services, each Settlement Class Member will be eligible to receive a Monetary Payment in the form of a check or digital payment from the Settlement Fund for the alleged damages they suffered as a result of having their PII and/or PHI potentially impacted in the Data Incident. The amount of the Monetary Payment will depend on the Claims rate, and the amount will be each Settlement Class Member's *pro rata* share of the Net Settlement Fund after all other Settlement Benefits have been paid, including payment for all Claims for Medical Identity-Theft Monitoring and Protection Services, Out-of-Pocket Expenses, and Extraordinary Losses. To receive a Monetary Payment, a Settlement Class Member must submit a valid and timely Claim Form to the Settlement Administrator.

3. Out-of-Pocket Expenses Payment. In addition to the Medical Identity-Theft Monitoring and Protection Services and Monetary Payment, each Settlement Class Member may submit a Claim for up to \$500.00 for reimbursement of Out-of-Pocket Expenses. To receive an Out-of-Pocket Expenses payment, a Settlement Class Member must submit to the Settlement Administrator the following: (i) a valid and timely Claim Form electing to receive the Out-of-Pocket Expenses Settlement Benefit; (ii) an attestation regarding any actual and unreimbursed Out-of-Pocket Expenses; and (iii) Reasonable Documentation that demonstrates the Out-of-Pocket Expenses to be

1 reimbursed.

2           4.     Extraordinary Losses Payment. In addition to the Medical Identity-Theft  
3 Monitoring and Protection Services, Monetary Payment, and Out-of-Pocket Expenses payment, each  
4 Settlement Class Member may submit a Claim for up to \$2,500.00 for reimbursement of  
5 Extraordinary Losses. To receive an Extraordinary Losses payment, a Settlement Class Member  
6 must submit to the Settlement Administrator the following: (i) a valid and timely Claim Form electing  
7 to receive the Extraordinary Losses Settlement Benefit; (ii) an attestation regarding any actual and  
8 unreimbursed Extraordinary Losses; and (iii) Reasonable Documentation that demonstrates the  
9 Extraordinary Losses to be reimbursed.

10           C.     Settlement Payment Methods. Settlement Class Members who submit Approved  
11 Claims will be provided the option to receive any Settlement Payment due to them under the terms  
12 of this Agreement via various digital or electronic means. Settlement Class Members who do not  
13 exercise this option will receive their Settlement Payment in the form of a physical check sent via  
14 U.S. Mail.

15           D.     Claims Deadline. Settlement Class Members' Claim Forms must be postmarked or  
16 received electronically through the Settlement Website within ninety (90) days after the Class Notice  
17 Date.

18           E.     Timing of Settlement Benefits. Within thirty (30) days after: (i) the Effective Date;  
19 or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement,  
20 whichever date is later, the Settlement Administrator shall cause funds to be distributed to each  
21 Settlement Class Member who is entitled to any Settlement Payment(s) pursuant to an Approved  
22 Claim and shall provide Settlement Class Members with enrollment instructions for Medical  
23 Identity-Theft Monitoring and Protection Services.

24           F.     Plan of Allocation of Settlement Fund. It is the intention of the Parties to distribute  
25 to Settlement Class Members as much of the Settlement Fund as practicable. Accordingly, the  
26 Settlement Fund shall be used to make payments in the following order: (i) all Administrative  
27 Expenses (including applicable taxes, if any), (ii) any Court-approved Fee Award and Costs and  
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1 Service Award, (iii) the costs of providing the Medical Identity-Theft Monitoring Services, (iv)  
2 Settlement Payments for Out-of-Pocket Expenses and Extraordinary Losses; and (v) Monetary  
3 Payments. Settlement Class Members who receive a Monetary Payment, an Out-of-Pocket Expenses  
4 Settlement Payment, and/or an Extraordinary Losses Settlement Payment by physical check shall  
5 have ninety (90) days following distribution to deposit or cash their check. Settlement Class  
6 Members who receive the Medical Identity-Theft Monitoring Services shall have ninety (90) days  
7 following distribution of the enrollment instructions to enroll in such services.

8 G. Pro Rata Contingencies.

9 1. In the event that the aggregate amount of all Approved Claims for Out-of-  
10 Pocket Expenses and/or Extraordinary Losses payments exceeds the total amount of the Net  
11 Settlement Fund, then the value of the payments for Out-of-Pocket Expenses and/or Extraordinary  
12 Losses shall be reduced on a pro rata basis, such that the aggregate value of all Out-of-Pocket  
13 Expenses and/or Extraordinary Losses payments does not exceed the Net Settlement Fund. In such  
14 an event, no Monetary Payments shall be made.

15 2. In the event that the aggregate amount of all Approved Claims for Out-of-  
16 Pocket Expenses and/or Extraordinary Losses payments does not exceed the Net Settlement Fund,  
17 then the value of each Monetary Payment shall be determined on a pro rata basis, such that the  
18 aggregate value of all Monetary Payments and payments for Out-of-Pocket Expenses and/or  
19 Extraordinary Losses does not exceed the Net Settlement Fund. If the Monetary Payment to each  
20 Settlement Class Member receiving that benefit were to be less than five dollars (\$5.00), no Monetary  
21 Payments will be made, and the Residual Funds will be distributed to the Non-Profit Residual Funds  
22 Recipient as cy pres.

23 3. All pro rata determinations required by this paragraph shall be performed by  
24 the Settlement Administrator.

25 H. Returned Payments. For any Settlement Payment returned to the Settlement  
26 Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer  
27 located at the address), the Settlement Administrator shall make reasonable efforts to find a valid  
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1 address and resend the Settlement Payment within thirty (30) days after the check is returned to the  
2 Settlement Administrator as undeliverable. The Settlement Administrator shall only make one  
3 attempt to reissue or resend a Settlement Payment.

4 I. Residual Funds. The Settlement plan of allocation is designed to exhaust the  
5 Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than ninety (90)  
6 days after the distribution of all Settlement Payments, a subsequent Settlement Payment will be  
7 evenly distributed to all Settlement Class Members with Approved Claims, provided that the average  
8 check or digital payment amount is equal to or greater than five dollars (\$5.00). This distribution of  
9 the monies remaining in the Net Settlement Fund shall continue until the average check or digital  
10 payment amount available for distribution is less than five dollars (\$5.00), whereupon the Residual  
11 Funds, if any, shall be distributed to the Non-Profit Residual Funds Recipient. No portion of the  
12 Settlement Fund shall revert or be repaid to Defendants and/or their insurer(s) after the Effective  
13 Date. In the event there are Residual Funds, including from any uncashed checks, the Parties will ask  
14 the Court to approve (1) the Parties' selection of an appropriate Non-Profit Residual Funds Recipient,  
15 and (2) the distribution of all remaining Residual Funds to the Non-Profit Residual Funds Recipient.

16 **IV. SETTLEMENT ADMINISTRATION**

17 A. Submission of Claims. Settlement Class Members may submit electronically verified  
18 Claim Forms to the Settlement Administrator through the Settlement Website or may download  
19 Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement  
20 Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims  
21 Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete,  
22 inaccurate, or not timely received and shall provide Claimants the ability to cure Claims that are  
23 timely but defective.

24 B. Review of Claim Forms. The Settlement Administrator will review Claim Forms  
25 submitted by Settlement Class Members. The Settlement Administrator shall have the authority to  
26 determine whether a Claim Form is valid, timely, and complete, and to what extent a Claim Form  
27 elects to receive a Monetary Payment, Out-of-Pocket Expenses payment, and/or Extraordinary  
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1 Losses payment. To the extent the Settlement Administrator determines a timely Claim for an Out-  
2 of-Pocket Expenses payment or Extraordinary Losses payment is deficient, within fourteen (14) days  
3 of making such a determination, the Settlement Administrator shall notify the Claimant of the  
4 deficiencies. That Claimant shall have until thirty (30) days after the Claims Deadline to cure the  
5 deficiencies and re-submit the Claim Form. The Settlement Administrator shall exercise reasonable  
6 discretion to determine whether the Claimant has cured the deficient Claim. If the Claimant fails to  
7 cure the deficiency, the Settlement Administrator shall have no obligation to make the Out-of-Pocket  
8 Expenses or Extraordinary Losses payment to that Claimant.

9 C. Settlement Administrator's Duties.

10 1. Claims Processing. The Settlement Administrator shall, under the supervision  
11 of the Court, Class Counsel, and Defendants' Counsel, administer the Settlement Benefits provided  
12 by this Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely  
13 manner and shall calculate Settlement Payments in accordance with this Agreement.

14 2. Dissemination of Notices. The Settlement Administrator shall disseminate the  
15 Class Notice as provided for in this Agreement.

16 3. Maintenance of Records. The Settlement Administrator shall maintain  
17 reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall  
18 maintain all such records as required by applicable law in accordance with its business practices, and  
19 such records will be made available to Class Counsel and Defendants' Counsel upon request. The  
20 Settlement Administrator shall also provide reports and other information to the Court as the Court  
21 may require. Upon request, the Settlement Administrator shall provide Class Counsel and  
22 Defendants' Counsel with information concerning Notice, administration, and implementation of the  
23 Settlement. Without limiting the foregoing, the Settlement Administrator shall:

- 24 a. Receive any Requests for Exclusion from Settlement Class Members  
25 and provide Class Counsel and Defendants' Counsel copies thereof no  
26 later than five (5) days following (a) the Request for Exclusion  
27 Deadline, or (b) receipt of the Request for Exclusion if received after  
28

1 expiration of the Request for Exclusion Deadline.

- 2 b. Provide weekly or other periodic reports to Class Counsel and  
3 Defendants' Counsel that include, without limitation, reports regarding  
4 the number of Claim Forms received, the number of Claim Forms  
5 approved by the Settlement Administrator, and the categorization and  
6 description of Claim Forms rejected by the Settlement Administrator.  
7 The Settlement Administrator shall also, as requested by Class Counsel  
8 or Defendants' Counsel and from time to time, provide the amounts  
9 remaining in the Net Settlement Fund.
- 10 c. Make available for inspection by Class Counsel and Defendants'  
11 Counsel the Claim Forms and any supporting documentation received  
12 by the Settlement Administrator at any time upon reasonable notice.
- 13 d. Cooperate with any audit by Class Counsel or Defendants' Counsel,  
14 who shall have the right but not the obligation to review, audit, and  
15 evaluate all Claim Forms for accuracy, veracity, completeness, and  
16 compliance with the terms and conditions of this Agreement.

17 4. Creation and Maintenance of Settlement Website. The Settlement  
18 Administrator shall create the Settlement Website. The Settlement Website shall contain information  
19 regarding how to submit Claim Forms (including submitting Claims Forms electronically through the  
20 Settlement Website) and relevant documents, including the Long Form Notice, the Claim Form, this  
21 Agreement, the Preliminary Approval Order entered by the Court, and the Complaint. The Settlement  
22 Website shall also include a toll-free telephone number and mailing address through which Settlement  
23 Class Members may contact the Settlement Administrator directly. The Settlement Website shall also  
24 allow for submission of Requests of Exclusion electronically through the Settlement Website.

25 D. Requests for Additional Information. In the exercise of its duties outlined in this  
26 Agreement, the Settlement Administrator shall have the right to reasonably request additional  
27 information from the Parties or any Settlement Class Member.

1 E. Distribution of Settlement Payments. The Settlement Administrator shall make all  
2 Settlement Payments contemplated by this Agreement by either electronic payment or check and  
3 shall send the Settlement Payments to the Settlement Class Members within thirty (30) days after the  
4 later of: (i) the Effective Date; or (ii) the date on which all Claim Forms have been processed subject  
5 to the terms and conditions of this Agreement.

6 **V. SETTLEMENT CLASS NOTICE**

7 A. Direct Notice. Within three (3) business days after the date of the Preliminary  
8 Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator.

9 1. Because the Settlement Class List will be provided to the Settlement  
10 Administrator solely for purposes of providing Class Notice and Settlement Benefits and processing  
11 Requests for Exclusion, the Settlement Administrator will execute a confidentiality and non-  
12 disclosure agreement with Defendants, Defendants' Counsel, and Class Counsel and will ensure that  
13 any information provided to it by Settlement Class Members, Class Counsel, Defendants' Counsel,  
14 or Defendants will be secure and used solely for the purpose of effecting this Settlement.

15 2. Within fourteen (14) days after receipt of Settlement Class List, the Settlement  
16 Administrator shall disseminate Postcard Notice and the Claim Form to the Settlement Class  
17 Members by U.S. Mail. Settlement Class Members may (i) mail the Claim Form attached to the  
18 Postcard Notice to the Settlement Administrator or (ii) use the unique identifier contained in the  
19 Postcard Notice to log onto the Settlement Website and either download and print a Claim Form to  
20 submit by mail or submit the Claim Form online. The Settlement Administrator shall use other  
21 reasonable fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other  
22 than Settlement Class Members, and (ii) submission of more than one Claim Form per person. In  
23 the event a Claim Form is submitted without a unique identifier, the Settlement Administrator shall  
24 employ reasonable efforts to ensure that the Claim is valid.

25 B. Settlement Website. Prior to dissemination of any Postcard Notice, the Settlement  
26 Administrator shall cause the Settlement Website to be launched on the Internet in accordance with  
27 this Agreement.

1 C. Contents of Long Form Notice. The Long Form Notice shall, *inter alia*, (i) specify  
2 the Request for Exclusion Deadline and Objection Deadline, and provide the Request for Exclusion  
3 Procedures and Objection Procedures laid out in Sections V(D) and V(E), respectively; (ii) contain  
4 instructions on how to submit a Claim Form; (iii) note the Claims Deadline; and (iv) note the date,  
5 time, and location of the Final Approval Hearing.

6 D. Request for Exclusion Procedures. At any time prior to the Request for Exclusion  
7 Deadline, any Settlement Class Member may submit a Request for Exclusion from the Settlement.  
8 To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website,  
9 or (ii) postmarked or received by the Settlement Administrator on or before the Request for Exclusion  
10 Deadline. If a Request for Exclusion is submitted by U.S. Mail, such Request for Exclusion must be  
11 in writing and must identify the case name, *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba*  
12 *Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-  
13 EJY (D. Nev.); state the name, address, and telephone number of the Settlement Class Member  
14 seeking exclusion; be physically signed by the person seeking exclusion; and contain a statement to  
15 the effect that “I hereby request to be excluded from the proposed Settlement Class in *Heather*  
16 *Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa*  
17 *de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.).” Any person who elects to request  
18 exclusion from the Settlement Class shall not (i) be bound by any orders or final judgment entered in  
19 the Action, (ii) be entitled to receive a Settlement Payment or any Settlement Benefits under the  
20 Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled  
21 to object to any aspect of this Settlement Agreement. No person may submit a Request for Exclusion  
22 from the Settlement Class through “mass” or “class” opt-outs. To the extent any Settlement Class  
23 Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely  
24 and valid Request for Exclusion, the Request for Exclusion will be deemed to be invalid, and the  
25 Claim Form will be processed.

26 E. Objection Procedures. Any Settlement Class Member may object in opposition to the  
27 Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the  
28

1 Final Approval Hearing. Except as the Court may order otherwise, no objection to the Settlement  
2 shall be heard, and no papers, briefs, pleadings, or other documents submitted by any objector shall  
3 be received and considered by the Court unless such objector mails to the Court, and delivers copies  
4 of the same by mail, hand, or overnight delivery service to both Class Counsel and Defendants'  
5 Counsel, a written objection with the caption *Heather Hillbom v. R1 RCM, Inc. and Dignity Health*  
6 *dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-  
7 JAD-EJY (D. Nev.), that includes: (i) the Settlement Class Member's full name, current mailing  
8 address, and telephone number; (ii) a signed statement that he or she believes himself or herself to be  
9 a Settlement Class Member and the basis of such belief (e.g., copy of Notice, copy of original notice  
10 of the Data Incident); (iii) the specific grounds for the objection; (iv) all documents or writings that  
11 the Settlement Class Member desires the Court to consider; (v) a statement regarding whether they  
12 (or counsel of their choosing) intend to appear at the Final Approval Hearing; and (vi) the objector's  
13 signature and the signature of the objector's duly authorized attorney or other duly authorized  
14 representative (along with documentation setting forth such representation). All written objections  
15 must be postmarked no later than the Objection Deadline. Any objector who fails to object in the  
16 manner prescribed herein shall be deemed to have waived his or her objections and forever be barred  
17 from making any such objections in the Action or in any other action or proceeding.

18 **VI. MODIFICATION OR TERMINATION OF THE SETTLEMENT AGREEMENT**

19 A. The Class Representative (on behalf of the Settlement Class Members) and  
20 Defendants shall have the right to terminate this Agreement by providing written notice of the  
21 election to do so ("Termination Notice") within seven (7) days of: (1) the Court's refusal to grant  
22 preliminary or final approval of the Settlement Agreement in any material respect; or (2) within  
23 fourteen (14) days of any of the following: (i) the Court's refusal to enter the Final Approval Order  
24 in any material respect, or (ii) the date upon which the Final Approval Order is modified or reversed  
25 in any material respect by any appellate or other court.

26 B. The terms and provisions of this Agreement may be amended, modified, or expanded  
27 by written agreement of the Parties and approval of the Court; provided, however, that, after entry of  
28

1 the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments,  
2 modifications, or expansions of this Agreement and its implementing documents (including all  
3 exhibits hereto) without further notice to the Settlement Class or approval by the Court if such  
4 changes are consistent with the Court's Preliminary Approval Order and do not materially alter,  
5 reduce, or limit the rights of Settlement Class Members under this Agreement.

6 C. If a Party exercises its option to withdraw from, rescind, revoke, or terminate this  
7 Agreement pursuant to any provision herein, then the Settlement proposed herein shall become null  
8 and void and shall have no legal effect and may never be mentioned at trial or in dispositive, class  
9 certification, or other motion papers (except as necessary to explain the timing of the procedural  
10 history of the Action), and the Parties will return to their respective positions existing immediately  
11 before the execution of this Agreement.

12 D. Notwithstanding any provision of this Agreement, in the event this Agreement is not  
13 approved by the Court, is terminated for any reason, is declared null and void, or the Effective Date  
14 otherwise does not occur, Settlement Class Members, Class Representative, and Class Counsel shall  
15 not in any way be responsible or liable for Administrative Expenses, or any other expenses,  
16 associated with this Settlement Agreement, except that each Party shall bear its own attorneys' fees  
17 and costs.

18 E. Defendants shall have the unilateral right to terminate the Agreement and all of  
19 Defendants' payment obligations hereunder, except for Administrative Expenses actually incurred,  
20 if, in the aggregate, more than five percent (5%) of Settlement Class Members submit Requests for  
21 Exclusion electing to exclude themselves from the Settlement Class pursuant to this Agreement.

22 F. In the event the Agreement is not preliminarily or finally approved by the Court, or if  
23 the Court's Final Approval Order is reversed on appeal, the Settling Parties shall negotiate in good  
24 faith a new settlement agreement that as closely as possible approximates the provisions contained  
25 in this Agreement while addressing the issues that prompted the denial or reversal.

## 26 **VII. SERVICE AWARD**

27 A. The Class Representative and Class Counsel may seek a Service Award to be awarded  
28

1 to the Class Representative. Any request for such an award must be filed at least twenty-one (21)  
2 days before the Objection Deadline. Defendants agree not to oppose the Class Representative's  
3 request for a Service Award so long as the requested Service Award does not exceed two thousand  
4 five hundred dollars (\$2,500).

5 B. The Settlement Administrator shall pay the Service Award approved by the Court to  
6 the Class Representative from the Settlement Fund within five (5) business days after the Effective  
7 Date.

8 C. If the Court declines to approve, in whole or in part, the payment of the Service Award  
9 in the amount requested, the remaining provisions of this Agreement shall remain in full force and  
10 effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court,  
11 concerning the amount of the Service Award shall constitute grounds for cancellation or termination  
12 of this Agreement. The Settlement is not conditioned upon the Court's approval of the Service  
13 Award.

14 **VIII. FEE AWARD AND COSTS**

15 A. Class Counsel may file a motion for the Fee Award and Costs to be paid from the  
16 Settlement Fund. The motion must be filed at least twenty-one (21) days before the Objection  
17 Deadline. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement,  
18 Class Counsel shall provide the Settlement Administrator a properly completed and duly executed  
19 IRS Form W-9. Class Counsel's Fee Award and Costs shall be paid by the Settlement Administrator,  
20 in the amount approved by the Court, within five (5) business days after the Effective Date.

21 B. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute  
22 discretion to allocate any approved Fee Award and Costs amongst any attorneys for Plaintiff.  
23 Defendants shall have no liability or other responsibility for allocation of any such attorneys' fees  
24 and costs.

25 C. The Settling Parties did not discuss or negotiate any Fee Award and Costs to be sought  
26 by Class Counsel, or the amount of a proposed Service Award for the Class Representative, before  
27 reaching an agreement on the relief to be provided to the Settlement Class.

1 D. The Settlement is not conditioned upon the Court’s approval of the Fee Award and  
2 Costs.

3 **IX. FINAL APPROVAL AND JUDGMENT**

4 A. This Agreement is subject to and conditioned upon the issuance by the Court of the  
5 Final Approval Order, which will grant final approval of this Agreement and among other things  
6 shall, subject to Court approval:

- 7 1. Dismiss the Action with prejudice and without costs, except as contemplated  
8 by this Agreement;
- 9 2. Decree that neither the Final Approval Order nor this Agreement constitutes  
10 an admission by the Defendants of any liability or wrongdoing whatsoever;
- 11 3. Bar and enjoin all Releasing Parties from asserting against any of the Released  
12 Parties any and all Released Claims, including Unknown Claims;
- 13 4. Release each Released Party from any and all Released Claims, including  
14 Unknown Claims;
- 15 5. Determine that this Agreement is entered into in good faith and represents a  
16 fair, reasonable, and adequate Settlement that is in the best interests of the  
17 Settlement Class Members; and
- 18 6. Preserve the Court’s continuing and exclusive jurisdiction over the Parties to  
19 this Agreement, including Defendants, Plaintiff, and all Settlement Class  
20 Members, to administer, supervise, construe, and enforce this Agreement in  
21 accordance with its terms for the mutual benefit of the Parties, but without  
22 affecting the finality of the Final Approval Order.

23 **X. RELEASES**

24 A. Upon the Effective Date, and in consideration of the Settlement Benefits described  
25 herein, the Releasing Parties will be deemed by this Agreement and by operation of the Final  
26 Approval Order to have completely and unconditionally released, forever discharged, and acquitted  
27 the Released Parties from any and all of the Released Claims, the Releasing Parties will be deemed  
28

1 to have also released Unknown Claims.

2           B.       The Agreement shall be the sole and exclusive remedy for any and all Released  
3 Claims, including Unknown Claims, of Settlement Class Members. Upon entry of the Final Approval  
4 Order, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against any  
5 Released Party any claims that are released by operation of the Agreement and the Final Approval  
6 Order.

7 **XI. REPRESENTATIONS AND WARRANTIES**

8           A.       Each signatory to this Agreement represents and warrants (i) that they have all  
9 requisite power and authority to execute, deliver, and perform this Agreement and to consummate the  
10 transactions contemplated herein, (ii) that the execution, delivery and performance of this Agreement  
11 and the consummation by it of the actions contemplated herein have been duly authorized by all  
12 necessary corporate action on the part of each signatory, and (iii) that this Agreement has been duly  
13 and validly executed and delivered by each signatory, and constitutes its legal, valid, and binding  
14 obligation.

15           B.       Defendants' Counsel will (1) provide to Class Counsel and the Settlement  
16 Administrator the Settlement Class List containing the list of persons to whom Defendants provided  
17 individual written notice of the Data Incident, and (2) represent and warrant such information is true  
18 and correct to the best of Defendants' knowledge.

19 **XII. NO ADMISSION OF LIABILITY OR WRONGDOING**

20           A.       This Agreement, whether or not consummated, and any negotiations, proceedings or  
21 agreements relating to this Agreement, and any matters arising in connection with settlement  
22 negotiations, proceedings, or agreements:

- 23                   1.       Shall not be admissible in any action or proceeding for any reason, other than  
24                           an action to enforce the terms hereof;
- 25                   2.       Shall not be described as, construed as, offered or received against the Released  
26                           Parties as evidence of or deemed to be evidence of any presumption,  
27                           concession, or admission by any Released Party of the truth of any fact alleged  
28

1 by Plaintiff; the validity of any claim that has been or could have been asserted  
2 in the Action or in any litigation; the deficiency of any defense that has been  
3 or could have been asserted in the Action or in any litigation; or any liability,  
4 negligence, fault, or wrongdoing of any of the Released Parties; and

- 5 3. Shall not be described as or construed against the Released Parties, Plaintiff,  
6 or any Settlement Class Members as an admission or concession that the  
7 consideration to be given hereunder represents the amount which could be or  
8 would have been awarded to Plaintiff or Settlement Class Members after trial.

9 **XIII. MISCELLANEOUS PROVISIONS**

10 A. This Agreement, including all exhibits hereto, shall constitute the entire Agreement  
11 among the Parties with regard to the subject matter hereof and shall supersede any previous  
12 agreements, representations, communications, and understandings among the Parties. Each of the  
13 Parties to this Agreement acknowledges that no other Party to this Agreement, nor any agent or  
14 attorney of any such party, has made any promise, representation, or warranty, express or implied,  
15 not contained in this Agreement to induce either party to execute this Agreement. Neither Party is  
16 relying on the other Party or their agents or attorneys and rather each Party decided to resolve the  
17 dispute in their own independent determination and judgment. This Agreement may not be changed,  
18 modified, or amended except as provided herein. The Parties contemplate that, subject to Court  
19 approval or without such approval where legally permissible, the exhibits to this Agreement may be  
20 modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Class  
21 Notice to the Settlement Class.

22 B. Governing Law. This Agreement shall be construed under and governed by the laws  
23 of the State of Nevada, applied without regard to laws applicable to choice of law.

24 C. Execution by Counterparts. This Agreement may be executed by the Parties in one or  
25 more counterparts, each of which shall be deemed an original but all of which together shall constitute  
26 one and the same instrument. Facsimile signatures or signatures sent via email shall be treated as  
27 original signatures and shall be binding.

D. Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with this Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Defendants to the attention of Defendants' Counsel, or if to Plaintiff or the Settlement Class to Class Counsel, or to other recipients as the Court may specify. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by mail to the following addresses:

If to Plaintiff or Class Counsel:	If to Defendants or Defendants' Counsel:
Abbas Kazerounian Mona Amini Gustavo Ponce KAZEROUNI LAW GROUP, APC 6940 S. Cimarron Rd., Suite 210 Las Vegas, Nevada 89113	Sean G. Wieber Kevin P. Simpson Amelia Garza-Mattia WINSTON & STRAWN LLP 35 W. Wacker Dr. Chicago, Illinois 60601

E. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Parties hereto.

F. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

G. Severability. The waiver or breach by one Party of any provision of this Agreement shall not be deemed a waiver or breach of any other provision of this Agreement.

H. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

I. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

J. Taxability. The Parties do not make and have not made any representations regarding

1 the taxability of any Settlement Benefit, Fee Award and Costs, or any other payments made pursuant  
2 to this Agreement. Class Representative and Class Counsel (on behalf of themselves and the  
3 Settlement Class Members) represent that that they have not relied upon any representation of any of  
4 the Defendants or their attorneys or the Settlement Administrator on the subject of taxability of any  
5 consideration provided under this Agreement. Class Representative and Class Counsel (on behalf of  
6 themselves and the Settlement Class Members) understand and expressly agree that any income or  
7 other tax, including any interest, penalties or other payment obligations ultimately determined to be  
8 payable from or with respect to any Settlement Benefit, the Fee Award and Costs, or any other  
9 payments made pursuant to this Agreement, as well as any state or federal reporting obligations  
10 imposed on them arising therefrom or attributable thereto, shall not be Defendants' responsibility.

11 K. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal  
12 holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in  
13 this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right,  
14 subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary  
15 to carry out any of the provisions of this Agreement.

16 L. Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise  
17 expressly stated.

18  
19 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be  
20 executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

21  
22  
23 **[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**  
24  
25  
26  
27  
28

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

\_\_\_\_\_  
 Abbas Kazerounian  
 Mona Amini  
 Gustavo Ponce  
 KAZEROUNI LAW GROUP, APC  
*Attorneys for Plaintiff and proposed Class Counsel*

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

\_\_\_\_\_  
 HEATHER HILLBOM  
*Plaintiff, Individually and as Class Representative*

Date: 6/6/2025



\_\_\_\_\_  
 Sean G. Wieber  
 Kevin P. Simpson  
 Amelia Garza-Mattia  
 WINSTON & STRAWN LLP  
*Defendants' Counsel*

Date: June 5, 2025

Signed by:  
  
 55CAD31D710D405...

By: Christopher Ricaurte

Title: CFO & Treasurer

On behalf of R1 RCM INC.  
*Defendant*

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

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

Title: \_\_\_\_\_

On behalf of DIGNITY HEALTH d/b/a ST. ROSE  
 DOMINICAN HOSPITAL, ROSE DE LIMA CAMPUS  
*Defendant*

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

\_\_\_\_\_  
Abbas Kazerounian  
Mona Amini  
Gustavo Ponce  
KAZEROUNI LAW GROUP, APC  
*Attorneys for Plaintiff and proposed Class Counsel*

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

\_\_\_\_\_  
HEATHER HILLBOM  
*Plaintiff, Individually and as Class Representative*

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

\_\_\_\_\_  
Sean G. Wieber  
Kevin P. Simpson  
Amelia Garza-Mattia  
WINSTON & STRAWN LLP  
*Defendants' Counsel*

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

On behalf of R1 RCM INC.  
*Defendant*

22 Date: June 6, 2025 | :45 AM CDT


\_\_\_\_\_  
Lisa Lipscomb

23 By: Lisa Lipscomb


24 Title: Claim Manager

25 On behalf of DIGNITY HEALTH d/b/a ST. ROSE  
26 DOMINICAN HOSPITAL, ROSE DE LIMA CAMPUS  
27 *Defendant*  
28

1 Date: 06/09/2025

  
\_\_\_\_\_  
Abbas Kazerounian  
Mona Amini  
Gustavo Ponce  
KAZEROUNI LAW GROUP, APC  
*Attorneys for Plaintiff and proposed Class Counsel*

2  
3  
4  
5  
6 Date: 06/09/2025

  
\_\_\_\_\_  
HEATHER HILLBOM  
*Plaintiff, Individually and as Class Representative*

7  
8  
9  
10 Date: \_\_\_\_\_

\_\_\_\_\_  
Sean G. Wieber  
Kevin P. Simpson  
Amelia Garza-Mattia  
WINSTON & STRAWN LLP  
*Defendants' Counsel*

11  
12  
13  
14  
15 Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

16  
17  
18  
19 On behalf of R1 RCM INC.  
*Defendant*

20  
21  
22 Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

23  
24  
25 On behalf of DIGNITY HEALTH d/b/a ST. ROSE  
26 DOMINICAN HOSPITAL, ROSE DE LIMA CAMPUS  
27 *Defendant*  
28

# EXHIBIT A

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

*Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*  
Case No. 2:24-cv-00664-JAD-EJY (D. Nev.)

**If you were a patient of Dignity Health and you received notice of a Data Incident,  
you may be eligible for a cash payment or other benefits from a class action settlement.**

*A federal court has authorized this Notice. This is **not** a solicitation from a lawyer, junk mail, or an advertisement.  
**Please read this Notice carefully and completely, as it may affect your legal rights.***

For more information on the proposed Settlement, including how to submit a Claim, exclude yourself, or submit an objection, please visit [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or call [\(XXX\) XXX-XXXX](tel:(XXX) XXX-XXXX).

---

**R1/Dignity Data Incident Settlement**

c/o Settlement Administrator

PO Box XXXXX

City, State, Zip-XXXX

**ELECTRONIC SERVICE REQUESTED**

UNIQUE CLASS MEMBER/ CLAIM [ID]

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]

**What is this lawsuit about?** This lawsuit is titled *Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY, filed in the United States District Court for the District of Nevada. In the lawsuit, Plaintiff alleges that an unauthorized third party accessed Defendants' systems containing personal identifying information ("PII") and/or protected health information ("PHI") of certain current and former Dignity Health patients (the "Data Incident"). The Data Incident allegedly impacted patient names, contact information, dates of birth, Social Security numbers, location of services, clinical and/or diagnosis information and patient account and/or medical record number. Defendants deny any wrongdoing.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you were mailed written notification by Defendants indicating that your PII and/or PHI may potentially have been impacted in the Data Incident.

**What are the benefits?** The Settlement provides for several types of Settlement Benefits, including: (i) up to \$500 for reimbursement of Out-of-Pocket Expenses; (ii) up to \$2,500 for reimbursement of Extraordinary Losses; (iii) Monetary Payments, the amount of which will depend on the participation rate in the Settlement and other factors; and (iv) two years of Medical Identity-Theft Monitoring and Protection Services. You **must** submit a valid, timely Claim to receive any Settlement Benefits.

**How do I make a Claim?** You must submit a Claim by mailing a Claim Form **postmarked by <<Claim Deadline>>** to the Settlement Administrator's address below, or by submitting a Claim online at **www.xxxxxxxxxxxxxxx.com** by **<< Claim Deadline>>**.

**What are my other rights?**

- **Do nothing:** If you do nothing, you will not receive any Settlement Benefits, and you give up your rights to sue Defendants or the Released Parties for any claims related to the Data Incident.
- **Exclude yourself:** You can opt out of the Settlement and keep your right to sue Defendants or the Released Parties for claims related to the Data Incident, but you will not get any compensation or Settlement Benefits from the Settlement. You must submit a valid and timely Request for Exclusion to the Settlement Administrator by **<< Request for Exclusion Deadline>>**.
- **Object:** You can remain a Settlement Class Member but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **<< Objection Deadline>>**. You may also request to appear at the Final Approval Hearing.

**When will the Court decide whether to approve the Settlement?** The Court will hold a Final Approval Hearing on **<<Final Approval Hearing Date>>** at **<<Time>>**. At the hearing, the Court will consider whether the proposed Settlement should be approved and will consider Class Counsel's request for a Fee Award and Costs and a Service Award of \$2,500 to the Class Representative. You are not required to attend the Final Approval Hearing.

**This is only a summary. For more information**, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, Class Counsel's Motion for Attorneys' Fees and Costs, when available, and other documents, or to change or update your contact information, visit the Documents section of the Settlement Website at **www.xxxxxxxxxxxxxxx.com** or call **(XXX) XXX-XXXX**. You may also contact the Settlement Administrator at **[INSERT ADDRESS]**.

**POSTCARD CLAIM FORM**

*Hillbom v. RI RCM, Inc. et al.*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.)

**UNIQUE MEMBER ID: [Claim ID]**

To submit a claim for Medical Identity-Theft Monitoring and Protection Services, Monetary Payment, or reimbursement for Out-of-Pocket Expenses or Extraordinary Losses, you may complete, sign, and mail this Claim Form portion of the postcard to the Settlement Administrator, or complete and submit the Claim Form available on the Settlement Website, **by no later <<Claim Deadline>>**. Please complete the Claim Form for each category of benefits that you would like to claim.

**Note:** Claims for unreimbursed Out-of-Pocket Expenses and Extraordinary Losses require submission of Reasonable Documentation and therefore must either be submitted online through the Settlement Website, [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com), or by downloading a Claim Form from the Settlement Website and mailing the completed Claim Form and Reasonable Documentation to the Settlement Administrator.

**Contact Information** *(Please fill in completely.)*

Name: \_\_\_\_\_ Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_@\_\_\_\_\_

**Medical Identity-Theft Monitoring and Protection Services**

☐ I would like to claim two (2) years of Medical Identity-Theft Monitoring and Protection Services at no cost to me.

**Monetary Payment**

☐ I am part of the Settlement Class and would like to claim the Monetary Payment.

**SIGN AND DATE YOUR CLAIM FORM**

I swear and affirm that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this Claim Form was executed on the date set forth below. I authorize the Settlement Administrator to contact me, using the contact information set forth above, to obtain any necessary supplemental information.

Signature: \_\_\_\_\_ Date (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

# EXHIBIT B

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

*Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital,  
Rosa de Lima Campus*  
Case No. 2:24-cv-00664-JAD-EJY (D. Nev.)

***A federal court authorized this Notice. This is not a solicitation from a lawyer, junk mail, or an advertisement. Please read this Notice carefully, as it may affect your legal rights.***

**If you were a patient of Dignity Health and you received notice of a Data Incident, you may be eligible for cash payment or other benefits from a class action settlement.**

- A proposed Settlement has been reached in a class action lawsuit titled *Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY, filed in the United States District Court for the District of Nevada.
- This lawsuit arises out of Plaintiff's allegations that an unauthorized third party may have accessed the personal identifying information ("PII") and/or protected health information ("PHI") of certain current and former patients of Dignity Health, including Plaintiff and the Settlement Class Members (the "Data Incident").
- The Settlement Class includes all individuals whose PII and/or PHI was potentially impacted in the Data Incident and who were sent notice of the Data Incident by Defendants. If you received this Notice or the initial notice of the Data Incident from Defendants, then you are a Settlement Class Member.
- Under the Settlement, all Settlement Class Members can receive the following Settlement Benefits: (1) reimbursement for up to \$500 for documented Out-of-Pocket Expenses; (2) reimbursement for documented Extraordinary Losses up to \$2,500; (3) a Monetary Payment, the amount of which will depend on the participation rate in the Settlement and other factors; and (4) two (2) years of Medical Identity-Theft Monitoring and Protection Services.
- The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys' fees and expenses, and any Service Award for the Class Representative.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

**YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT**

**Submit a Claim  
Form and Request  
Benefits under the  
Settlement**

**This is the only way to get any of the benefits provided by this Settlement**, including reimbursements for Out-of-Pocket Expenses or Extraordinary Losses, a Monetary Payment, or Medical Identity-Theft Monitoring and Protection Services.

Claim Forms must be submitted online by [INSERT] or, if mailed, postmarked no later than [INSERT].

<p><b>Do Nothing</b></p>	<p>If you do nothing, you will remain in the Settlement Class, but you will not receive any of the Settlement Benefits. You will give up your rights to sue Defendants and the other Released Parties for the claims this Settlement resolves.</p>
<p><b>Exclude Yourself from the Settlement</b></p>	<p><b>Opt out of the Settlement. Get no Settlement Benefits. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue Defendants for claims related to the Data Incident. You will not receive any of the Settlement Benefits.</p> <p>Your Request for Exclusion must be postmarked no later than <b>[INSERT]</b>.</p>
<p><b>File an Objection to the Settlement</b></p>	<p>You may object to the Settlement by filing an objection with the Court explaining why you don't think the Settlement should be approved and mailing a copy of the objection to the addresses set forth below.</p> <p>You will remain in the Settlement Class and, if the Court approves the Settlement, you will give up the right to sue Defendants and the other Released Parties for the claims this Settlement resolves.</p> <p>If you file an objection, you may also submit a Claim Form to receive Settlement Benefits.</p> <p>Objections must be postmarked no later than <b>[INSERT]</b>.</p>
<p><b>Go to the Final Approval Hearing</b></p>	<p>You may attend the Final Approval Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must file a request to do so or include such a request in your filed objection. You are <u>not</u> required to attend the Final Approval Hearing.</p> <p>The Final Approval Hearing is scheduled for <b>[INSERT]</b>.</p>

## BASIC INFORMATION

### **1. How do I know if I am affected by the Settlement?**

You are a Settlement Class Member, and your rights could potentially be affected by the Settlement, if you were mailed written notification by or on behalf of Defendants indicating an unauthorized third party may have accessed the PII and/or protected health information PHI of certain current and former patients of Dignity Health and that your PII and/or PHI may have potentially been impacted.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### **2. What is this lawsuit about?**

This lawsuit arises out of an alleged Data Incident in which an unauthorized third party may have accessed the PII and/or PHI of certain current and former patients of Dignity Health. The PII and/or PHI potentially impacted in the Data Incident includes name, contact information, date of birth, Social Security number, location of services, clinical and/or diagnosis information, and patient account and/or medical record number. After the Data Incident, Defendants notified individuals whose PII and/or PHI were potentially impacted.

Plaintiff then filed this lawsuit against Defendants asserting claims relating to the Data Incident. Plaintiff seeks to represent a class of individuals whose PII and/or PHI was potentially impacted in the Data Incident. Defendants deny Plaintiff's claims and any wrongdoing in connection with the Data Incident.

The lawsuit is titled *Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY, and it is pending in the United States District Court for the District of Nevada. The person who sued is called the "Plaintiff," who is serving as Class Representative. The companies that Plaintiff sued, R1 RCM, Inc. ("R1") and Dignity Health d/b/a Dignity Health – St. Rose Dominican Hospital Rose De Lima Campus ("Dignity Health"), are known as the "Defendants" in this case.

### **3. Why is there a Settlement?**

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. Class Representative, Defendants, and their respective attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiff or Defendants. Full details about the proposed Settlement are found in the Settlement Agreement available on the Settlement Website at **\*\*\*.xxxxxxxxxxxxxxxx.com. The Settlement Agreement defines certain capitalized words and phrases used in this Notice.**

### **4. Why is this a class action?**

In a class action, one or more people called a "Class Representative" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

### **5. How do I know if I am included in the Settlement?**

You are included in the Settlement if you were mailed written notification by Defendants

indicating that your PII and/or PHI may potentially have been impacted in the Data Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [INSERT], call toll free [INSERT], or write to [INSERT].

## **6. What does this Settlement provide?**

The proposed Settlement will provide the following benefits to Settlement Class Members:

- **Medical Identity-Theft Monitoring and Protection Services.** Each Settlement Class Member will be eligible to receive an activation code for two (2) years of three-bureau credit monitoring and additional protection services offered through CyEx Medical Shield Total. In addition to providing credit monitoring, this service monitors medical and healthcare data to determine whether an individual's private health information is at risk or has been exposed to medical fraud. The expenses associated with procuring the Medical Identity-Theft Monitoring and Protection Services will be paid by the Settlement Administrator from the Net Settlement Fund.
- **Monetary Payment.** In addition to the Medical Identity-Theft Monitoring and Protection Services, each Settlement Class Member will be eligible to receive a Monetary Payment in the form of a check or digital payment from the Settlement Fund for the alleged damages they suffered as a result of having their PII and/or PHI potentially impacted in the Data Incident. The amount of the Monetary Payment will depend on the participation rate of the Settlement, and the amount will be each Settlement Class Member claimant's *pro rata* share of the Net Settlement Fund after all other Settlement Benefits have been paid, including payment for (1) all Claims for Medical Identity-Theft Monitoring and Protection Services, (2) Out-of-Pocket Expenses and Extraordinary Losses, and (3) the court-approved Fee Award and Costs for Class Counsel and any Service Award for the Class Representative. To receive a Monetary Payment, a Settlement Class Member must submit a valid and timely Claim Form to the Settlement Administrator.
- **Out-of-Pocket Expenses Payment.** In addition to the Medical Identity-Theft Monitoring and Protection Services and Monetary Payment, each Settlement Class Member may submit a Claim for up to \$500.00 for reimbursement of Out-of-Pocket Expenses. To receive an Out-of-Pocket Expenses payment, a Settlement Class Member must submit to the Settlement Administrator the following: (i) a valid and timely Claim Form electing to receive the Out-of-Pocket Expenses Settlement Benefit; (ii) an attestation regarding any actual and unreimbursed Out-of-Pocket Expenses; and (iii) Reasonable Documentation that demonstrates the Out-of-Pocket Expenses to be reimbursed.
- **Extraordinary Losses Payment.** In addition to the Medical Identity-Theft Monitoring and Protection Services, Monetary Payment, and Out-of-Pocket Expenses payment, each Settlement Class Member may submit a Claim for up to \$2,500.00 for reimbursement of Extraordinary Losses. To receive an Extraordinary Losses payment, a Settlement Class Member must submit to the Settlement Administrator the following: (i) a valid and timely Claim Form electing to receive the Extraordinary Losses Settlement Payment; (ii) an attestation regarding any actual and unreimbursed Extraordinary Losses; and (iii) Reasonable Documentation that demonstrates the Extraordinary Losses to be reimbursed.

## **7. How do I submit a Claim?**

You must submit a Claim Form to get any Settlement Benefits from the proposed Settlement. Claim Forms must be submitted online or postmarked no later than [INSERT DATE]. You can download a Claim Form from the Settlement Website at [www.xxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxx.com) or you can

call the Settlement Administrator at [INSERT].

This Class is a closed class, and Settlement Benefits are only available to Class Members with a unique Class Member ID. If you submit a Claim without a unique Class Member ID, your Claim may be denied.

#### **8. What am I giving up as part of the Settlement?**

If you stay in the Settlement Class, you will be eligible to receive Settlement Benefits, but you will not be able to sue Defendants and the other Released Parties regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at the Settlement Website, [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com).

The only way to keep the right to sue is to request to exclude yourself from the Settlement. Otherwise, you will be included in the Settlement Class, and if the Settlement is approved, you give up the right to sue for any claims related to the Data Incident.

#### **9. Will the Class Representative receive compensation?**

Yes. The Class Representative will request a Service Award of up to \$2,500 to compensate her for her services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Class Representative.

### **EXCLUDE YOURSELF**

#### **10. How do I exclude myself from the Settlement?**

If you do not want to be included in the Settlement, you must send a timely written Request for Exclusion. Your Request for Exclusion must be individually signed by you. Your request must clearly express your intent to be excluded from the Settlement.

Your written Request for Exclusion must be postmarked no later than [INSERT DATE] to:

[INSERT MAILING ADDRESS]

If you exclude yourself, you will not be able to receive any money or other Settlement Benefits, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue the Defendants on your own for the claims that this Settlement resolves.

#### **11. If I do not exclude myself, can I sue later?**

No. If you do not exclude yourself from the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue Defendants and the other Released Parties for the claims this Settlement resolves.

#### **12. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or other Settlement Benefits, you will not be able to start or proceed with a lawsuit, or be part of any other lawsuit, against Defendants or the other Released Parties about the settled claims in this lawsuit at any time.

### **THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

Yes. The Court has appointed Abbas Kazerounian, Mona Amini, and Gustavo Ponce, of Kazerouni Law Group, APC as Class Counsel to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Class Counsel will apply to the Court for an award of combined attorneys' fees, costs, and litigation expenses. A copy of Class Counsel's Motion for Fee Award and Costs will be posted on the Settlement Website, [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com), before the Final Approval Hearing. The Court will make the final decision as to the amount to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

**OBJECTING TO THE SETTLEMENT**

**15. How do I tell the Court that I do not like the Settlement?**

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling the Court why you do not think the Settlement should be approved.

If you do not submit your objection that meets all requirements, or if your objection is not filed or postmarked by **[INSERT DATE]**, you will be considered to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

Your objection must be postmarked no later than **[INSERT DATE]** to: **[INSERT MAILING ADDRESS]**

**16. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE FINAL APPROVAL HEARING**

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at **[INSERT DATE, TIME, LOCATION]**. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the Settlement Website, [www.xxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxx.com), for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and may listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Fee Award and Costs to Class Counsel and the request for a Service Award to the Class Representative.

**18. Do I have to come to the hearing?**

No. You are not required to come to the Final Approval Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

**19. May I speak at the hearing?**

Yes. You can request to speak at the Final Approval Hearing, but you must submit notice and ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in the Settlement Agreement, which includes submitting all the information required. You cannot object or speak at the hearing if you exclude yourself from the Settlement.

**DO NOTHING**

**20. What happens if I do nothing?**

If you do nothing, you will not receive any money or Settlement Benefits from the Settlement, and you will not be able to sue Defendants or any other Released Parties for claims related to the Data Incident.

**GET MORE INFORMATION**

**21. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Motion for Fee Award and Costs, and more, please visit the Settlement Website, [www.aaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaa.com), or call [INSERT PHONE]. You may also contact the Settlement Administrator at [INSERT MAILING ADDRESS].

You may also access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of Nevada at 333 Las Vegas Blvd. South, Las Vegas, NV 89101 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

# EXHIBIT C



Payment will depend on the participation rate of the Settlement and other factors, as the Net Settlement Fund will be distributed on a *pro rata* basis to all Settlement Class Members who submit Approved Claims for Monetary Payment.

## I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address (optional):

@

Telephone Number: ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

## II. CERTIFICATION OF SETTLEMENT CLASS MEMBERSHIP

- ☐ Check this box to certify that you are an individual who received notice by mail in or around March 2024 that you may have been involved in the Data Incident, whereby an unauthorized third party may have accessed personal identifying information (“PII”) and/or protected health information (“PHI”) of certain current and former patients of Dignity Health.

Enter the Settlement Class Member ID Number provided on your Notice:

Settlement Class Member ID : 0 0 0 0 0 \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

## III. MEDICAL IDENTITY-THEFT PROTECTION AND MONITORING SERVICES

- ☐ Two (2) years of Medical Identity-Theft Monitoring and Protection Services

Check the box above if you wish to receive two (2) years of Medical Identity-Theft Monitoring and Protection Services, offered through CyEx Medical Shield Total, at no cost to you. If your Claim is approved, you will receive an activation code and instructions on how to activate your Medical Identity-Theft Monitoring and Protection Services. If you select this

benefit, you may also submit a Claim for reimbursement for Out-of-Pocket Expenses, Extraordinary Losses, and/or a Monetary Payment.

**Email Address for the Medical Identity-Theft Monitoring and Protection Activation Code:** \_\_\_\_\_@\_\_\_\_\_

#### IV. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Every Settlement Class Member may submit a Claim for reimbursement for up to \$500 for Out-of-Pocket Expenses upon submission of (i) a valid and timely Claim Form electing to receive the Out-of-Pocket Expenses Settlement Benefit; (ii) an attestation regarding any actual and unreimbursed Out-of-Pocket Expenses; and (iii) Reasonable Documentation that demonstrates the Out-of-Pocket Expenses to be reimbursed.

*Out-of-Pocket Expenses include :*

- Unreimbursed costs or expenditures incurred by a Settlement Class Member, on or after January 30, 2023, through the date of submission of the Settlement Class Member's Claim, that are fairly traceable to the Data Incident and supported by Reasonable Documentation. Out-of-Pocket Expenses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

**You must submit documentation to obtain this reimbursement.**

- ☐ I incurred unreimbursed Out-of-Pocket Expenses and have attached Reasonable Documentation described below showing that the claimed expenses were actually incurred and plausibly arose from the Data Incident.

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Out-of-Pocket Loss</b>	<b>Amount of Out-of-Pocket Expenses</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 5 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

## V. REIMBURSEMENT FOR EXTRAORDINARY LOSSES

Every Settlement Class Member may submit a claim for Extraordinary Losses for up to \$2,500 upon submission of (i) a valid and timely Claim Form electing to receive the Extraordinary Losses Settlement Benefit; (ii) an attestation regarding any actual and unreimbursed Extraordinary Losses; and (iii) Reasonable Documentation that demonstrates the Extraordinary Losses to be reimbursed.

*Extraordinary Losses include:*

- Unreimbursed costs or expenditures incurred by a Settlement Class Member, on or after January 30, 2023, through the date of submission of the Settlement Class Member's Claim, due to identity theft or fraud fairly traceable to the Data Incident and supported by Reasonable Documentation. Extraordinary Losses may include, without limitation, the following: falsified tax returns, false claims for government benefits, false claims for medical treatment, fraudulent accounts or account transactions, among others.

**You must submit documentation to obtain this reimbursement.**

- ☐ I incurred unreimbursed Extraordinary Losses and have attached Reasonable Documentation described below showing that the claimed losses were actually incurred and plausibly arose from the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Extraordinary Loss	Amount of Extraordinary Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft/Fraudulent Charge	0 7/17/2 5 (mm/dd/yy)	\$350.00	Copy of statement showing unreimbursed fraudulent charges
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	
	____/____/____ (mm/dd/yy)	\$____.____	

## VI. MONETARY PAYMENT

Every Settlement Class Member who submits a valid Claim Form may receive a Monetary Payment in the form of a check or digital payment from the Settlement Fund for the alleged damages they suffered as a result of having their PII and/or PHI potentially impacted in the Data Incident. The amount of the Monetary Payment will depend on the participation rate of the Settlement and the amount will be each Settlement Class Member claimant's *pro rata* share of the Net Settlement Fund after all other Settlement Benefits have been paid, including payment for all Claims for Medical Identity-Theft Monitoring and Protection Services, Out-of-Pocket Expenses, and Extraordinary Losses.



# EXHIBIT D

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 HEATHER HILLBOM, individually and on  
4 behalf of all others similarly situated,

5 Plaintiff,

6 vs.

7 R1 RCM INC. and DIGNITY HEALTH d/b/a  
8 DIGNITY HEALTH - ST. ROSE DOMINICAN  
HOSPITAL, ROSE DE LIMA CAMPUS,

9 Defendants.

Case No.: 2:24-cv-00664-JAD-EJY

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

10  
11  
12 Before the Court is Plaintiff HEATHER HILLBOM's ("Plaintiff") Motion for Preliminary  
13 Approval of Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement  
14 Agreement between Plaintiff and Defendants R1 RCM INC. ("R1") and DIGNITY HEALTH d/b/a  
15 DIGNITY HEALTH - ST. ROSE DOMINICAN HOSPITAL, ROSE DE LIMA CAMPUS ("Dignity  
16 Health" and, together with R1, "Defendants") (collectively, the "Parties").

17 Having fully considered the issue, the Court hereby GRANTS the Motion and ORDERS as  
18 follows:

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

21 All individuals whose PII and/or PHI was potentially impacted in the Data

22 Incident who were sent notice of the Data Incident by Defendants.<sup>1</sup>

23 Specifically excluded from the Settlement Class are Defendants, the Released Parties, and their  
24 officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion

25  
26  
27 <sup>1</sup> Capitalized terms and initialisms (e.g., "Data Incident" and "PII") in this Order are defined as stated  
in the Settlement Agreement.

1 from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any  
2 other person found by a court of competent jurisdiction to be guilty under criminal law of initiating,  
3 causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*  
4 *contendere* to any such charge.

5 Pursuant to Federal Rules of Civil Procedure 23(e)(1), the Court finds that giving notice of  
6 the proposed Settlement is justified. The Court finds that it will likely be able to approve the proposed  
7 Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify  
8 the Settlement Class for settlement purposes because it meets all of the requirements of Rule 23(a)  
9 and the requirements of Rule 23(b)(3). Specifically, the Court preliminarily finds for settlement  
10 purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members  
11 would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class;  
12 (c) the claims of the Class Representative are typical of and arise from the same operative facts and  
13 the Class Representatives seeks similar relief as the claims of the Settlement Class Members, and the  
14 Class Representative seeks similar forms of relief as the Settlement Class Members; (d) the Class  
15 Representative will fairly and adequately protect the interests of the Settlement Class, as the Class  
16 Representative has no interests antagonistic to or in conflict with the Settlement Class and has retained  
17 experienced and competent counsel to prosecute this Action on behalf of the Settlement Class; (e)  
18 questions of law or fact common to Settlement Class Members predominate over any questions  
19 affecting only individual Settlement Class Members; and (f) a class action and class settlement is  
20 superior to other methods available for a fair and efficient resolution of this Action .

21 2. **Class Representative and Class Counsel.** The Court finds that Plaintiff Heather  
22 Hillbom will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class  
23 Representative. Additionally, the Court finds that Abbas Kazerounian, Mona Amini, and Gustavo  
24 Ponce of Kazerouni Law Group, APC will likely satisfy the requirements of Rule 23(e)(2)(A) and  
25 should be appointed as Class Counsel pursuant to Rule 23(g)(1).

26 3. **Preliminary Approval of Settlement.** Upon preliminary review, the Court finds the  
27 proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the proposed  
28 Settlement to the Settlement Class and accordingly is preliminarily approved. In making this

1 determination, the Court has considered the monetary and non-monetary benefits provided to the  
2 Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing  
3 on their claims, the good faith, arms' length negotiations between the Parties and absence of any  
4 collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the  
5 Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the fact  
6 that the Settlement treats the Settlement Class Members equitably, and all of the other factors required  
7 by Rule 23 and relevant case law.

8       4.       **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C.  
9 § 1332(d)(2) and personal jurisdiction over the Parties. Additionally, venue is proper in this District  
10 pursuant to 28 U.S.C. § 1391(b).

11       5.       **Final Approval Hearing.** A Final Approval Hearing shall be held on  
12 \_\_\_\_\_, 2025, at the United States District Court, District of Nevada, at 333  
13 Las Vegas Blvd South, Las Vegas, Nevada, 89101 [or via telephone or videoconference], where the  
14 Court will determine, among other things, whether: (a) this Action should be finally certified as a  
15 class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement  
16 should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ.  
17 P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement  
18 Agreement; (d) Settlement Class Members who have not timely and validly excluded themselves  
19 from the Settlement should be bound by the releases set forth in the Settlement Agreement; (e) the  
20 application of Class Counsel for a Fee Award and Costs should be approved pursuant to Fed. R. Civ.  
21 P. 23(h); and (f) the application of the Class Representative for a Service Award should be approved.

22       6.       **Settlement Administrator.** The Court appoints Simpluris, Inc. as the Settlement  
23 Administrator, with responsibility for Class Notice and Settlement administration. The Settlement  
24 Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement  
25 Administrator's Administrative Expenses will be paid from the Settlement Fund pursuant to the terms  
26 of the Settlement Agreement.

27       7.       **Notice.** The proposed Notice Program set forth in the Settlement Agreement and the  
28 Long Form Notice, Postcard Notice, and Claim Form attached to the Settlement Agreement as

1 Exhibits A, B, and C are hereby approved. Non-material modifications to these Exhibits may be made  
2 by the Settlement Administrator in consultation with and with the agreement of the Parties without  
3 further order of the Court.

4       8.       **Findings Concerning Notice.** The Court finds that the proposed form, content, and  
5 method of giving Notice to the Settlement Class as described in the Notice Program and the  
6 Settlement Agreement and its Exhibits: (a) will constitute the best practicable notice to the Settlement  
7 Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members  
8 of the pendency of the Action, the terms of the proposed Settlement, and their rights under the  
9 proposed Settlement, including, but not limited to, their rights to object to or to exclude themselves  
10 from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are  
11 reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and  
12 other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal  
13 Rule of Civil Procedure 23(c); and (e) and meet the requirements of due process. The Court further  
14 finds that the Notice provided for in the Settlement Agreement is written in plain language, uses  
15 simple terminology, and is designed to be readily understandable by Settlement Class Members. The  
16 Settlement Administrator is directed to carry out the Notice Program in conformance with the  
17 Settlement Agreement.

18       9.       **Class Action Fairness Act (CAFA) Notice.** Within ten (10) days after the filing of  
19 this Settlement Agreement with the Court, Defendants (or the Settlement Administrator acting on  
20 their behalf) shall have served or caused to be served a notice of the proposed Settlement on  
21 appropriate officials in accordance with the requirements under the Class Action Fairness Act  
22 (“CAFA”), 28 U.S.C. § 1715(b).

23       10.       **Requests for Exclusion from Settlement Class.** Any Settlement Class Member who  
24 wishes to be excluded from the Settlement Class must individually sign and timely submit written  
25 notice of such intent in the manner provided in the Notice. To be valid, the Request for Exclusion  
26 must be (i) submitted electronically on the Settlement Website or (ii) postmarked or received by the  
27 Settlement Administrator on or before the Request for Exclusion Deadline. If a Request for Exclusion  
28 to the Settlement Administrator is submitted by mail, such Request for Exclusion must be in writing

1 and must identify the case name, *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity*  
 2 *Health - St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY  
 3 (D. Nev.); state the name, address, and telephone number of the Settlement Class Member seeking  
 4 exclusion; be physically signed by the person seeking exclusion; and contain a statement to the effect  
 5 that “I hereby request to be excluded from the proposed Settlement Class in *Heather Hillbom v. R1*  
 6 *RCM, Inc. and Dignity Health dba Dignity Health - St. Rose Dominican Hospital, Rosa de Lima*  
 7 *Campus*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.).” Any person who elects to request exclusion  
 8 from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii)  
 9 be entitled to receive a Settlement Payment or any Settlement Benefits under the Settlement  
 10 Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to  
 11 any aspect of this Settlement Agreement. No person may request to be excluded from the Settlement  
 12 Class through “mass” or “class” opt-outs. If any Settlement Class Member delivers both a timely and  
 13 valid Claim Form to the Settlement Administrator and a timely and valid Request for Exclusion, the  
 14 Request for Exclusion will be deemed to be invalid, and the Claim Form will be processed. If a Final  
 15 Approval Order is entered, all persons falling within the definition of the Settlement Class who do  
 16 not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement  
 17 Agreement and the Final Approval Order. All Persons who submit valid and timely notices of their  
 18 intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound  
 19 by the terms of the Settlement Agreement.

20       **11. Objections and Appearances.** A Settlement Class Member who does not submit a  
 21 timely written Request for Exclusion and who desires to object to the Settlement Agreement may  
 22 submit a timely written notice of his or her objection by the Objection Deadline and as stated in the  
 23 Notice. Except as the Court may order otherwise, no objection to the Settlement shall be heard, and  
 24 no papers, briefs, pleadings, or other documents submitted by any objector shall be received and  
 25 considered by the Court, unless such objector mails to the Court, and delivers copies of the same by  
 26 mail, hand, or overnight delivery service to both Class Counsel and Defendants’ Counsel, a written  
 27 objection with the caption *Heather Hillbom v. R1 RCM, Inc. and Dignity Health dba Dignity Health*  
 28 *- St. Rose Dominican Hospital, Rosa de Lima Campus*, Case No. 2:24-cv-00664-JAD-EJY (D. Nev.),

1 that includes: (i) the Settlement Class Member's full name, current mailing address, and telephone  
2 number; (ii) a signed statement that he or she believes himself or herself to be a Settlement Class  
3 Member and the basis of such belief (e.g., copy of Notice, copy of original notice of the Data  
4 Incident); (iii) the specific grounds for the objection; (iv) all documents or writings that the Settlement  
5 Class Member desires the Court to consider; (v) a statement regarding whether they (or counsel of  
6 their choosing) intend to appear at the Final Approval Hearing; and (vi) the objector's signature and  
7 the signature of the objector's duly authorized attorney or other duly authorized representative (along  
8 with documentation setting forth such representation). All written objections must be postmarked no  
9 later than the Objection Deadline. Any objector who fails to object in the manner prescribed herein  
10 shall be deemed to have waived his or her objections and forever be barred from making any such  
11 objections in the Action or in any other action or proceeding.

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

24       13.     **Termination of Settlement.** This Preliminary Approval Order shall become null and  
25 void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their  
26 respective positions existing before the Court entered this Preliminary Approval Order and before  
27 they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval  
28 Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the

Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled deadlines in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and (iii) any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

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

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

Event	Deadline
Defendants to provide Settlement Class List to Settlement Administrator	3 business days after the Preliminary Approval Order

Defendants to serve, or cause to be served, CAFA Notice, per 28 U.S.C. § 1715(b)	10 days after the Preliminary Approval Order
Settlement Administrator to complete the issuance of Notice to Settlement Class Members	30 days after the Preliminary Approval Order
Motion for Fee Award and Costs and Service Award to Be Filed by Class Counsel	At least 21 days prior to the Objection Deadline
Request for Exclusion and Objection Deadlines	60 days after the Class Notice Date
Settlement Administrator to provides Parties with list of timely, valid Requests for Exclusion	5 days after the Request for Exclusion Deadline
Claims Deadline	90 days after Class Notice Date
Motion for Final Approval to be filed by Class Counsel	At least 14 days prior to Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE & TIME] No Earlier Than 120 Days After the Preliminary Approval Order

**DONE AND ORDERED** on this \_\_\_\_ day of \_\_\_\_\_, 2025.

UNITED STATES DISTRICT COURT JUDGE

# EXHIBIT E

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF NEVADA

3 HEATHER HILLBOM, individually and on  
4 behalf of all others similarly situated,

5 Plaintiff,

6 vs.

7 R1 RCM INC. and DIGNITY HEALTH d/b/a  
8 DIGNITY HEALTH - ST. ROSE DOMINICAN  
HOSPITAL, ROSE DE LIMA CAMPUS,

9 Defendants.  
10

Case No.: 2:24-cv-00664-JAD-EJY

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

11  
12 Before the Court is Plaintiff Heather Hillbom's ("Plaintiff") Motion for Final Approval of  
13 Class Action Settlement (the "Final Approval Motion") and Motion for Class Counsel's Fee Award  
14 and Costs, and Service Award to Plaintiff. Having reviewed and considered the Settlement  
15 Agreement, motion papers, and having conducted a Final Approval Hearing, the Court makes the  
16 findings and grants the relief set forth below approving the Settlement upon the terms and conditions  
17 set forth in this Order.

18 WHEREAS, on \_\_\_\_\_, 2025, the Court entered an Order Granting Preliminary  
19 Approval of Class Action Settlement ("Preliminary Approval Order") (Dkt. No. \_\_\_\_ ) which, among  
20 other things: (a) conditionally certified this matter as a class action, including defining the class and  
21 class claims, (b) appointed Plaintiff as the Class Representative and Abbas Kazerounian, Mona  
22 Amini, and Gustavo Ponce of Kazerouni Law Group, APC as Class Counsel, (c) preliminarily  
23 approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement  
24 Class; (d) set deadlines for requests for exclusion and objections; (e) approved and appointed the  
25 Settlement Administrator; and (f) set the date for the Final Approval Hearing;

26 WHEREAS, on \_\_\_\_\_, 2025, pursuant to the Notice requirements set forth in the  
27 Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of  
28 the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to submit

1 a Claim, to request exclusion from or object to the Settlement Agreement, and to be heard at a Final  
2 Approval Hearing;

3 WHEREAS, on \_\_\_\_\_, 2025, the Court held a Final Approval Hearing to determine,  
4 inter alia: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and  
5 adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether  
6 judgment should be entered dismissing this action with prejudice. Therefore, the Court is satisfied  
7 that Settlement Class Members were properly notified of their right to appear at the Final Approval  
8 Hearing in support of or in opposition to the proposed Settlement Agreement, the Fee Award and  
9 Costs to Class Counsel, and the payment of a Service Award to the Class Representative;

10 WHEREAS, the Court not being required to conduct a trial on the merits of the case or  
11 determine with certainty the factual and legal issues in dispute when determining whether to approve  
12 a proposed class action settlement;

13 WHEREAS, the Court being required under Federal Rule of Civil Procedure 23(e) to make  
14 the findings and conclusions hereinafter set forth for the limited purpose of determining whether the  
15 settlement should be approved as being fair, reasonable, adequate and in the best interests of the  
16 Settlement Class; and

17 WHEREAS, having given an opportunity to be heard to all requesting persons in accordance  
18 with the Preliminary Approval Order, having heard the presentation of Class Counsel and Defendants'  
19 Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement  
20 Agreement, having determined that the Settlement Agreement is fair, reasonable, and adequate,  
21 having considered the application made by Settlement Class Counsel for Fee Award and Costs, and  
22 the application for a Service Award to the Class Representative Plaintiff, and having reviewed the  
23 materials in support thereof, and good cause appearing therefor,

24 IT IS ORDERED that:

25 1. The Court has jurisdiction over the subject matter of this Action and over all claims  
26 raised therein and all Parties thereto, including the Settlement Class.

27 2. The Settlement involves allegations in Plaintiff's Class Action Complaint against  
28 Defendants for failure to implement or maintain adequate data security measures and safeguards to

1 protect PII and PHI, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and  
2 Settlement Class Members.

3 3. The Settlement does not constitute an admission of liability by Defendants, and the  
4 Court expressly does not make any finding of liability or wrongdoing by Defendants.

5 4. In this Order Granting Final Approval of Class Action Settlement (“Final Approval  
6 Order”), unless otherwise indicated, initialisms (e.g., PII) and words or phrases spelled with initial  
7 capital letters have the same meaning as set forth in the Settlement Agreement.

8 5. The Court, having reviewed the terms of the Settlement Agreement submitted by the  
9 Parties pursuant to Federal Rule of Civil Procedure 23(e)(2), grants final approval of the Settlement  
10 Agreement and, for purposes of the Settlement Agreement and this Final Approval Order only, hereby  
11 finally certifies the following Settlement Class:

12 **All individuals whose PII and/or PHI was potentially impacted in the Data Incident who**  
13 **were sent notice of the Data Incident by Defendants.**

14 Specifically excluded from the Settlement Class are Defendants, the Released Parties, and their  
15 officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion  
16 from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv)  
17 any other person found by a court of competent jurisdiction to be guilty under criminal law of  
18 initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who  
19 pleads *nolo contendere* to any such charge.

20 6. The Settlement was entered into in good faith following arm’s length negotiations and  
21 is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore  
22 approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties,  
23 including as to the outcome, including on appeal, of continued litigation of this complex matter, which  
24 further supports the Court’s finding that the Settlement Agreement is fair, reasonable, adequate, and  
25 in the best interests of the Settlement Class Members. The Court finds that the uncertainties of  
26 continued litigation in both the trial and appellate courts, as well as the expense associated with it,  
27 weigh in favor of approval of the settlement reflected in the Settlement Agreement.

28 7. The Settlement Agreement provides, in part, and subject to a more detailed description

1 of the settlement terms in the Settlement Agreement, for:

- 2 a. Settlement Administration as outlined in the Settlement Agreement, whereby  
3 Settlement Class Members can submit claims that will be evaluated by a  
4 Settlement Administrator.
- 5 b. All costs of Settlement Administration to be paid from the Settlement Fund,  
6 including the cost of the Settlement Administrator, instituting Notice,  
7 processing and administering claims, and preparing and mailing checks.
- 8 c. Subject to the approval and award of the Court, a Fee Award and Costs to Class  
9 Counsel and a Service Award to the Class Representative to be paid from the  
10 Settlement Fund.

11 8. The Court readopts and incorporates herein by reference its preliminary conclusions  
12 as to the satisfaction of Federal Rule of Civil Procedure 23(a) and (b)(3) set forth in the Preliminary  
13 Approval Order and notes that because this certification of the Settlement Class is in connection with  
14 the Settlement Agreement rather than litigation, the Court need not address any issues of  
15 manageability that may be presented by certification of the class proposed in the Settlement  
16 Agreement.

17 9. The terms of the Settlement Agreement are fair, adequate, and reasonable and are  
18 hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the  
19 rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Class  
20 Counsel's application for Fee Award and Costs, and the Service Award payment to the Class  
21 Representative have been provided to Settlement Class Members as directed by this Court's orders,  
22 and proof of Notice has been filed with the Court.

23 10. The Court finds that the Notice Program, set forth in the Settlement Agreement and  
24 effectuated pursuant to the Preliminary Approval Order, provided the best notice practicable under  
25 the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to  
26 the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement  
27 purposes only, the existence and terms of the Settlement Agreement, and their right to object and to  
28 appear at the Final Approval Hearing or to exclude themselves from the Settlement Agreement, and

1 satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and  
2 other applicable law.

3 11. The Court finds that Defendants have fully complied with the notice requirements of  
4 the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

5 12. As of the Request for Exclusion Deadline, \_\_\_ Settlement Class Members have  
6 requested to be excluded from the Settlement. The individuals identified in Exhibit A attached hereto  
7 and incorporated by this reference, who have submitted timely and valid Requests for Exclusion, are  
8 not releasing any claims, and are not bound by the terms of the Settlement Agreement or this Final  
9 Approval Order. These individuals will not share in the benefits of the Settlement, and this Order  
10 does not affect their legal rights to pursue any claims they may have against Defendants or the  
11 Released Parties.

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

15 14. The Court has considered all the documents filed in support of the Settlement, as well  
16 as any timely filed objections by Settlement Class Members, and has fully considered any matters  
17 raised, any exhibits and affidavits filed, any evidence received at the Final Approval Hearing, any  
18 other papers and documents comprising the record herein, and any oral arguments presented to the  
19 Court.

20 15. The Parties, their respective attorneys, and the Settlement Administrator are hereby  
21 directed to implement the Settlement in accordance with this Final Approval Order and the terms of  
22 the Settlement Agreement.

23 16. Pursuant to and as further described in the Settlement Agreement, upon final approval  
24 of this Settlement Agreement, the Releasing Parties release all the Released Claims, including  
25 Unknown Claims, against the Released Parties.

26 17. The Court grants final approval to the appointment of Plaintiff as Class Representative.  
27 The Court concludes that the Class Representative has fairly and adequately represented the  
28 Settlement Class and will continue to do so.

1           18. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of  
2 the Settlement Class, the Court approves a payment of a Service Award in the amount of \$2,500 to  
3 the Class Representative. Such Service Award payment will be made from the Settlement Fund in  
4 accordance with the terms of the Settlement Agreement.

5           19. The Court grants final approval to the appointment of Abbas Kazerounian, Mona  
6 Amini, and Gustavo Ponce of Kazerouni Law Group, APC as Class Counsel. The Court concludes  
7 that Class Counsel has adequately represented the Settlement Class and will continue to do so.

8           20. The Court, after careful review of the fee petition filed by Class Counsel, and after  
9 applying the appropriate standards required by relevant case law, hereby grants Class Counsel's Fee  
10 Award and Costs in the amount of \$ \_\_\_\_\_. The Court notes that included in that total amount  
11 is not less than \$ \_\_\_\_\_ in litigation expenses. Payment of the Fee Award and Costs shall be  
12 made from the Settlement Fund pursuant to the terms of the Settlement Agreement.

13           21. This Final Approval Order and the Settlement Agreement, and all acts, statements,  
14 documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed  
15 as, used as, or deemed to be evidence of, an admission by or against Defendants of any claim, any  
16 fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind  
17 on the part of Defendants or of the validity or certifiability for litigation of any claims that have been,  
18 or could have been, asserted in the lawsuit. This Final Approval Order, the Settlement Agreement,  
19 and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be  
20 offered or received or be admissible in evidence in any action or proceeding, or be used in any way  
21 as an admission or concession or evidence of any liability or wrongdoing of any nature or that  
22 Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided,  
23 however, that the Settlement Agreement and this Final Approval Order may be filed in any action by  
24 Defendants, Class Counsel, or Settlement Class Members seeking to enforce the Settlement  
25 Agreement or the Final Approval Order (including, but not limited to, enforcing the releases contained  
26 herein). The Settlement Agreement and Final Approval Order shall not be construed or admissible as  
27 an admission by Defendants that Plaintiff's claims or any similar claims are suitable for class  
28 treatment. The Settlement Agreement's terms shall be forever binding on, and shall have res judicata

1 and preclusive effect in, all pending and future lawsuits or other proceedings as to Released Claims,  
2 Released Parties, and other prohibitions set forth in this Final Approval Order that are maintained by,  
3 or on behalf of, any Settlement Class Member or any other person subject to the provisions of this  
4 Final Approval Order.

5       22. If the Effective Date, as defined in the Settlement Agreement, does not occur for any  
6 reason, this Final Approval Order and the Preliminary Approval Order shall be deemed vacated, and  
7 shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and  
8 void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order,  
9 this Final Approval Order, and the terms and provisions of the Settlement Agreement shall have no  
10 further force and effect with respect to the Parties and shall not be used in the Action or in any other  
11 proceeding for any purpose, and any judgment or order entered by the Court in accordance with the  
12 terms of the Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties shall be  
13 restored to their respective positions in the Action, as if the Parties never entered into the Settlement  
14 Agreement (without prejudice to any of the Parties' respective positions on the issue of class  
15 certification or any other issue). In such event, the Parties will jointly request that all scheduled  
16 deadlines in the Action be reasonably extended by the Court so as to avoid prejudice to any Party or  
17 Party's counsel. Further, in such event, Defendants will pay Administrative Expenses already billed  
18 or incurred, and will not, at any time, seek recovery of same from any other Party to the Action or  
19 from counsel to any other Party to the Action.

20       23. Pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 382, 114 S. Ct.  
21 1673, 1677, 128 L. Ed. 2d 391 (1994) and the Settlement Agreement, this Court shall retain the  
22 authority to issue any order necessary to protect its jurisdiction from any action, whether in state or  
23 federal court.

24       24. Without affecting the finality of this Order, the Court will retain jurisdiction over the  
25 subject matter and the Parties with respect to the interpretation and implementation of the Settlement  
26 Agreement for all purposes.

27       25. This Order resolves all claims against all Parties in this Action and is a final order. The  
28 Action is hereby dismissed with prejudice and without costs except as otherwise provided in this Final

1 Approval Order and the Settlement Agreement.

2  
3 **DONE AND ORDERED** on this \_\_\_\_ day of \_\_\_\_\_, 2025.

4  
5 \_\_\_\_\_  
6 UNITED STATES DISTRICT COURT JUDGE  
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