

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

IN RE: ALN MEDICAL
MANAGEMENT LLC DATA
INCIDENT LITIGATION

Case No. 4:25-cv-03067-SMB-MDN
Consolidated Class Action

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant ALN Medical Management, LLC, as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, which will include a dismissal of all claims against all Named Defendants in this Action and the Related Actions, with the exception of Defendant Long View Systems Corporation (USA), subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant ALN is a healthcare advisory firm that provides services such as physician, facility, and non-participating provider hospital billing, professional coding, claims recovery, review of billing practices, and credentialing to other healthcare-related Clients, including, but not limited to Allied Physicians Group, PLLC, Bethany Medical Clinic of New York, PLLC, Hoag Clinic, and National Spine and Pain Centers, LLC, all of whom are also defendants in this Action or in Related Actions.

2. Defendant Long View is an information technology solutions provider that provides services such as workplace solutions, data modernization, cybersecurity, and cloud infrastructure to companies, including to Defendant ALN.

3. Defendant ALN is a client of Defendant Long View. Defendant ALN retained

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

Defendant Long View to, among other things, host, support, manage, and secure its environment against data breaches. In the course of their relationship, Defendant ALN stored its Clients' patients' Private Information in an environment that was hosted, supported, and managed by Defendant Long View.

4. Between March 18, 2024, and March 24, 2024, an unauthorized actor accessed certain systems within Defendant ALN's third-party hosted environment. Defendant ALN confirmed through its investigation that there was unauthorized access and/or acquisition of certain files and folders containing its Clients' patients' Private Information. That information included names, Social Security numbers, drivers' license numbers, government-issued ID numbers (e.g., passports, state ID cards), financial information (e.g., account number, credit or debit card number), medical information, and health insurance information.

5. On or about March 21, 2025, Defendant ALN began sending written notice to approximately 1.8 million current and former patients of Defendant ALN's Clients advising that their Private Information may have been impacted in the Data Incident.

6. On March 25, 2025, Plaintiff Reed filed the first putative class action lawsuit with this Court, alleging that the Data Incident resulted in the exposure of his and all similarly situated individuals' Private Information and seeking money damages and injunctive relief. [ECF No. 1]. Thereafter, twelve additional actions relating to the same Data Incident were filed with this Court.

7. On April 30, 2025, Plaintiffs filed an Unopposed Motion to Consolidate Actions and Appoint Interim Co-Lead Counsel and Memorandum in Support, which the Court granted on June 11, 2025. [ECF 18, 28]. In that order, the Court appointed Jeff Ostrow, Andrew Shamis, and John Nelson as Interim Co-Lead Counsel. *Id.*

8. Plaintiffs filed their Consolidated Amended Class Action Complaint against Named

Defendants on June 25, 2025, alleging claims for: (1) negligence; (2) breach of implied contract; (3) breach of third-party beneficiary contract; (4) unjust enrichment; and (5) violations of the California Consumer Privacy Act. [ECF No. 36].

9. Shortly after that Complaint was filed, the Parties began discussing the prospect of early resolution. They decided it was in the best interest of those impacted in the Data Incident, as well as all parties concerned, to explore settlement, and to attend mediation. Mediation was then scheduled with experienced class action mediator, Bennett G. Picker, Esq. of Stradley Ronon Stevens & Young, LLP, for August 4, 2025.

10. In advance of mediation, Plaintiffs requested, and Defendant ALN produced informal discovery responses related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident to better protect its computer systems from future incidents. The Parties also exchanged detailed mediation statements outlining their positions with respect to liability, damages, and settlement.

11. On August 4, 2025, the Parties mediated. After a nearly a day of arm's-length negotiations, the Parties agreed to the material terms of this Settlement which resolves all claims against Defendant ALN and its Clients on a classwide basis.

12. The Parties now agree to settle the Action as to only the Named Defendants, excluding, specifically, Defendant Long View, without any admission by Defendant ALN of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant ALN has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to Defendant ALN, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption

to its business operations associated with further litigation. Defendant ALN does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant ALN, the Released Parties, and all Settlement Class Members.

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

II. Definitions

13. “**Action**” means the above-captioned consolidated action, *In Re: ALN Medical Management LLC Data Incident Litigation*, Case No. 4:25-cv-03067-SMB-MDN (D. Neb.), and the Related Actions.

14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement, including all exhibits, between Plaintiffs and Defendant ALN.

15. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking attorneys’ fees, costs, and Service Awards.

16. “**CAFA Notice**” means a notice of the proposed Settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. Sec. 1711, *et seq.* (“CAFA”) which the Settlement Administrator shall serve upon the appropriate state and federal officials within 10 days of the filing of the Motion for Preliminary Approval. Costs for preparation and issuance of the CAFA Notice will be paid from the Settlement Fund. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

17. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who submit a timely Valid Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

18. “**Cash Payment A – Documented Losses**” means the cash compensation of up to \$5,000.00 that Settlement Class Members with documented losses may elect under the Settlement.

19. “**Cash Payment B – Alternate Cash**” means the *pro rata* cash compensation payment, estimated in the amount of \$50.00, that Settlement Class Members may elect under the Settlement. The amount of Cash Payment B – Alternate Cash may increase or decrease based on the total amount of Valid Claims.

20. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as **Exhibit 4**, which may be modified as necessary, subject to the Parties’ approval, to meet the

requirements of the Settlement Administrator.

22. **“Claim Form Deadline”** shall be 90 days following the Notice Commencement Deadline and is the last day by which a Claim Form may be submitted for a Settlement Class Member to be eligible for a Cash Payment and/or Medical Data Monitoring.

23. **“Claimant”** means an individual who timely submits a Claim Form.

24. **“Claim Process”** means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine the validity of all Claims.

25. **“Class Counsel”** means: Jeff Ostrow of Kopelowitz Ostrow P.A., Andrew Shamis of Shamis & Gentile, P.A., and John Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC.

26. **“Class List”** means the list of Settlement Class Members’ provided by Defendant ALN to the Settlement Administrator following Preliminary Approval for purpose of effectuating Notice. Defendant ALN shall prepare and provide the Class List to the Settlement Administrator using information in Defendant ALN’s records. To the extent available, the Class List shall include the Settlement Class Members’ names, last known mailing addresses, and email addresses. Prior to sending the Class List, the Settlement Administrator shall execute a Business Associate Agreement as directed by the Parties.

27. **“Class Representatives”** means the Plaintiffs the Court approves to serve as representatives on behalf of the Settlement Class.

28. **“Client”** or **“Clients”** means each and every business entity, including, but not limited to, Allied Physicians Group, PLLC, Bethany Medical Clinic of New York, PLLC, Hoag Clinic, and National Spine and Pain Centers, LLC, that directly or indirectly retained, used, hired,

or otherwise employed Defendant ALN's services and that, in the process of using Defendant ALN's services, provided Private Information to Defendant ALN that was subject to unauthorized access or acquisition as a result of the Data Incident. For the avoidance of doubt, the term "Client" or "Clients" includes Defendant ALN's direct Clients and the patients of Defendant ALN's Clients. Defendant Long View is not a Client of Defendant ALN.

29. **"Complaint"** means the Consolidated Amended Class Action Complaint in this Action on filed on June 25, 2025.

30. **"Court"** means the United States District Court for the District of Nebraska, and the Judge(s) assigned to the Action.

31. **"Data Incident"** means the unauthorized access to or acquisition of Settlement Class Members' Private Information that Defendant ALN discovered in March 2024.

32. **"Defendant ALN"** means ALN Medical Management, LLC, a defendant in the Action.

33. **"Defendant Long View"** means Long View Systems Corporation (USA), a defendant in the Action.

34. **"Defendant ALN's Counsel"** means Casie D. Collignon and Sean B. Solis of Baker & Hostetler LLP.

35. **"Effective Date"** means the day after the occurrence of all of the following events: (i) the Related Actions are dismissed; (ii) the settlement pursuant to this Settlement Agreement is approved by the Court; (iii) the Court has entered a Final Approval Order; and (iv) the time to appeal or seek permission to appeal from the Final Approval Order has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order has been affirmed in its entirety by the Court of last resort to which such appeal may be taken, and such dismissal or

affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any award for attorneys' fees, costs, or Service Awards made in this case shall not affect the occurrence of the Effective Date.

36. **“Email Notice”** means the email form of Notice of the Settlement, if email addresses are available, substantially in the form attached hereto as ***Exhibit 1***, and distributed to Settlement Class Members.

37. **“Escrow Account”** means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

38. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as ***Exhibit 6***.

39. **“Final Approval Hearing”** means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards. The hearing may be held via video conference or by telephone, and if so, instructions will be posted on the Settlement Website.

40. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval shall be substantially in the form attached hereto as ***Exhibit 6***. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of approved attorneys' fees, costs, and Service Awards.

41. **“Long Form Notice”** means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

42. **“Medical Data Monitoring”** means the CyEx monitoring product with one year of monitoring that Settlement Class Members may elect as a Settlement Class Member Benefit under

the Settlement.

43. “**Motion for Final Approval**” means the unopposed motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

44. “**Motion for Preliminary Approval**” means the unopposed motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement, including Class Counsel’s Application for Attorneys’ Fees, Costs, and Service Awards.

45. “**Named Defendants**” means Defendant ALN, Defendant Long View, Health Prime International, LLC, Allied Physicians Group, PLLC, Bethany Medical Clinic of New York, PLLC, Hoag Clinic, and National Spine and Pain Centers, LLC.

46. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs, any attorneys’ fees, costs, and Service Awards, and Medical Data Monitoring.

47. “**Notice**” means the Email Notice, Postcard Notice, and Long Form Notice made available on the Settlement Website, and information available via a toll-free telephone number, that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

48. “**Notice Commencement Deadline**” means 30 days following the entry of the Preliminary Approval Order and means the first day by which Notice must be issued to the Settlement Class Members.

49. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, and Long Form Notice, along with the Settlement Website and the toll-free Settlement telephone number.

50. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a

Settlement Class Member who has submitted an invalid Claim.

51. **“Objection Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

52. **“Opt-Out Deadline”** means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

53. **“Party”** means each of the Plaintiffs and Defendant ALN, and “Parties” means Plaintiffs and Defendant ALN, collectively.

54. **“Plaintiffs”** means Cameron Reed, Eugene Rosenberg, Lauren Mullis, Jeffrey Judka, Virginia Gilleland, Robert Meyers, Caroline Hurley, and Timothy Keggins.

55. **“Private Information”** means the personally identifiable information and private health information identified in the Complaint which consists of some combination of the following: names, Social Security numbers, drivers’ license numbers, government-issued ID numbers (e.g., passports, state ID cards), financial information (e.g., account number, credit or debit card number), medical information, and health insurance information.

56. **“Postcard Notice”** means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2***, that the Settlement Administrator may disseminate to Settlement Class Members by mail.

57. **“Preliminary Approval”** means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

58. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 5***.

59. **“Related Actions”** means any actions asserting claims against the Named

Defendants based on the Data Incident, including the following undismissed actions (1) *Maslowski v. Health Prime International, LLC*, Case No. C-16-CV-25-001702, pending in the Circuit Court for Prince George's County, Maryland; and (2) *Woods v. ALN Medical Management, LLC, et al.*, Index No. 611014/2025, pending in the Supreme Court of Suffolk County, New York.

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

61. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, common law, or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident.

62. **“Released Parties”** means:

a. Defendant ALN, Health Prime International, LLC, HPI Holdco, LLC, Lotus HPI Buyer, Inc., Lotus HPI Intermediate, Inc., Lotus HPI Parent, Inc., Lotus HPI TopCo, L.P., Lotus HPI TopCo GP, LLC, Aquiline Financial Services Fund V, L.P., Aquiline Capital Partners LP, Aquiline Lotus Co-Invest L.P., Aquiline Capital Partners V GP (Offshore) L.P., Aquiline Capital Partners V GP (Offshore) Ltd., AFSF V Co-Invest GP Ltd., and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, managers, shareholders, members, employees,

servants, attorneys, accountants, insurers, reinsurers, benefit plans, partners, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on their behalf, in their capacity as such; and

b. Defendant ALN's Clients, including, but not limited to, Allied Physicians Group, PLLC, Bethany Medical Clinic of New York, PLLC, Hoag Clinic, and National Spine and Pain Centers, LLC, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, servants, attorneys, accountants, insurers, reinsurers, benefit plans, partners, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on their behalf, in their capacity as such.

c. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

d. For the avoidance of doubt, Defendant Long View is not a Released Party, and this Settlement Agreement and the Releases in no way prohibit Defendant ALN or its Clients or insurers, or Plaintiffs, from pursuing claims, cross-claims, or third-party claims against Defendant Long View related to the Data Incident.

63. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

64. **“Service Awards”** means the monetary compensation the Court may approve for the Class Representatives for serving as representatives of the Settlement Class, which is in

addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

65. **“Settlement Administrator”** means Kroll Settlement Administration, LLC or Kroll, the third-party notice and claims administrator jointly selected by the Parties.

66. **“Settlement Administration Costs”** means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

67. **“Settlement Class”** means all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are parents, subsidiaries, directors, officers, members, and agents of Defendant ALN, and any entity in which Defendant has a controlling interest; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (4) all individuals who timely opt-out of the Settlement; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident, or who pleads *nolo contendere* to any such charge.

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

69. **“Settlement Class Member Benefit”** means the Cash Payment and/or Medical Data Monitoring benefits described herein.

70. **“Settlement Fund”** means the non-reversionary all cash \$4,000,000.00 fund that Defendant ALN is obligated to fund or cause to be funded pursuant to Section III herein, this being the full and complete limit and extent of Defendant ALN’s financial obligations with respect to the Settlement.

71. **“Settlement Website”** means the website the Settlement Administrator will

establish as a means for Settlement Class Members to submit Claim Forms and obtain Notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Settlement Fund

73. Within 30 days of Preliminary Approval, and upon the receipt of sufficient payment information from the Settlement Administrator including wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, Defendant ALN shall cause to be deposited the sum of \$4,000,000.00 into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant ALN’s Counsel, and Class Counsel. The Settlement

Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendant ALN as soon as possible, but no later than within five days of the entry of the Preliminary Approval Order. Following Defendant ALN's payment of the Settlement Fund monies as described in this Paragraph, Defendant ALN shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes or tax-related expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund. In the event there is no Final Approval, or the Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to Defendant ALN.

74. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any attorneys' fees, costs, and Service Awards approved by the Court.

75. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest, and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant ALN, Defendant ALN's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account

does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant ALN, Defendant ALN’s Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant ALN, Defendant ALN’s Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

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

V. Settlement Class Member Benefits

77. All Settlement Class Members may elect either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may also elect to receive Medical Data Monitoring. Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund in

the following order: (1) Settlement Administration Costs; (2) any Service Awards, as approved by the Court; (3) any attorneys' fee awards, as approved by the Court; (4) Medical Data Monitoring; (5) Cash Payment A – Documented Losses; and (6) Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

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

All Settlement Class Members are eligible to submit a claim for a Cash Payment for Documented Losses for up to \$5,000.00 per Settlement Class Member upon presentment of reasonable documentation of losses fairly traceable to the Data Incident. Documented losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Cash Payment A – Documented Losses, a Settlement Class Member must complete and submit a Claim Form and include documentation in support of the Claim. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class

Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be converted to a Claim for Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment in the estimated amount of \$50.00. This value may be increased or decreased based on the total value of all Valid Claims.

c. Medical Data Monitoring

In addition to Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash, Settlement Class Members may also make a Claim for Medical Data Monitoring that includes one (1) year of CyEx's Medical Shield Complete. The product includes credit monitoring with one bureau, with additional monitoring of: (a) healthcare insurance plan IDs; (b) healthcare beneficiary identifier IDs; (c) medical records; (d) national provider identifiers; (e) international classification of disease; (f) health savings accounts; (g) high risk transactions; and (h) the Dark Web. The product also provides \$1,000,000.00 of identity theft insurance and contains real-time alerts and victim assistance.

d. Security Enhancements

Prior to Final Approval, and upon request from Class Counsel, Defendant ALN will provide Class Counsel with a written and signed confidential declaration regarding the security measures, including the cost associated therewith, it implemented following the Data Incident to better protect the Settlement Class Members' Private Information. The costs of any such security measures on the part of Defendant ALN were paid or will be paid separately by Defendant ALN and will not come out of the Settlement Fund.

VI. Settlement Approval

78. Plaintiffs' Motion for Preliminary Approval shall, among other things, request that the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Kroll as the Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Andrew Shamis, and John Nelson as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant ALN's Counsel.

VII. Settlement Administrator

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

80. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claim Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

81. The Settlement Administrator's duties include the following:

- a. Serving CAFA Notice upon the appropriate state and federal officials providing notice of the proposed Settlement as set forth in paragraph 16;
- b. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice and Postcard Notice, if necessary, and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- c. Establishing and maintaining the Settlement Fund and the Escrow Account;
- d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- f. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- g. Responding to any mailed Settlement Class Member inquiries;
- h. Processing all opt-out requests from the Settlement Class;
- i. Providing weekly reports to Class Counsel and Defendant ALN's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, including the value of all Claims for Cash Payment A – Documented Losses, the number of Claims for Cash Payment B – Alternate Cash, and the number of Settlement Class Members who elected Medical Data Monitoring, and providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distributing, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

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

m. Paying Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant ALN.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

82. Defendant ALN will provide the Settlement Administrator with the Class List no later than 10 days after entry of the Preliminary Approval Order. Before any mailing occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the

USPS National Change of Address database to update any change of address on file with the USPS.

83. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the Email Notice, Postcard Notice, if necessary, and Long Form Notice approved by the Court.

84. All Settlement Class Members for which email addresses are maintained by Defendant ALN (or its Clients) and provided to the Settlement Administrator in the Class List will be sent an Email Notice. Those Settlement Class Members for whom email addresses are not provided, but a physical address is known and provided by Defendant ALN (or its Clients) to the Settlement Administrator in the Class List will be sent a Postcard Notice by the Settlement Administrator. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-Out Deadline which is the last for Settlement Class Members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices before the Notice Program Commencement Deadline, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

85. Those Settlement Class Members whose Email Notice bounces back or is

undeliverable will be sent a Postcard Notice, to the extent the Settlement Administrator can identify the postal address of the Settlement Class Member. The Settlement Administrator shall perform reasonable postal address traces. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 15 days before the Opt-Out and Objection Deadlines, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

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

87. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. Members of the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain: (1) the requestor's name, address, telephone number, and email address (if any); (2) the case name and number: *In re: ALN Medical Management LLC Data Incident Litigation*, Case No. 4:25-cv-03067-SMB-MDN (D. Neb.); and (3) a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has

not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

88. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant ALN's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. Objections submitted by mail must be postmarked on the envelope no later than the Objection Deadline. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

89. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. the case name and number: *In re: ALN Medical Management LLC Data Incident Litigation*, Case No. 4:25-cv-03067-SMB-MDN (D. Neb.);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Email Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

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

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

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

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

i. a statement confirming whether the objector or their counsel (if any) intends to personally appear and/or testify at the Final Approval Hearing; and

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

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

90. The Notice Program shall be completed in its entirety no later than 30 days before

the initial scheduled Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments and Medical Data Monitoring

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

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

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

94. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

95. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can

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

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

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

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

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph;
- c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant ALN's Counsel shall be provided with copies of all such notifications to Claimants;

and

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

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

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

101. No later than 30 days after the Effective Date or completion of the Settlement Administrator's validity review, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

102. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. On the Claim Form, Settlement Class Members may elect to receive a form of electronic payment via Venmo or Zelle or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have until the Claim Form Deadline to select their form of payment. Paper checks must be negotiated within 90 days of issuance. Any member of the Settlement Class who does not cash their Settlement check within the aforementioned time period

may petition the Settlement Administrator within 30 days of the expiration of their uncashed check for reissuance and, for good cause provided, the Settlement Administrator will issue a new check. Members of the Settlement Class are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within 30 days of reissuance (based on the date of the check). Settlement Class Members who do not timely cash their checks and who fail to petition for a reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement. In the event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

103. In the event there are funds remaining in the Settlement 120 days following Final Approval, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

104. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Medical Monitoring with information on how to enroll in the Medical Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

105. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 30 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the

Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all requirements listed in this Agreement.

106. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon (as it relates to the Named Defendants, with the exception of Defendant Long View), and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. The proposed Final Approval Order shall, among other things:

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

XI. Attorneys' Fees, Costs, and Service Awards

107. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees not to exceed one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and costs approved by the Court shall be paid by the Settlement Administrator out

of the Settlement Fund by wire transfer to an account designated by Class Counsel within 10 days of Final Approval if there are no objections to the Settlement; otherwise, within 10 days of the Effective Date. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

108. ***Service Awards*** – Class Counsel shall apply to the Court for Service Awards for the Class Representatives not to exceed \$2,500.00 each. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund directly to the Class Representatives within 10 days of the Effective Date.

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

XII. Disposition of Residual Funds

110. In the event there are funds remaining in the Settlement Fund 120 days following Final Approval, upon Court approval, all funds shall be distributed to Legal Aid of Nebraska (www.legalaidofnebraska.org).

XIII. Releases

111. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining or prosecuting any and all liabilities, rights,

claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated, legal, statutory, or equitable, based on contract, tort, or any other theory whether on behalf of themselves or others, that result from, arise out of, are based upon, or related to the Data Incident that the Releasing Parties may have or had.

112. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq.* Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

113. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain

any of the Settlement Class Member Benefits under the Settlement.

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

115. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

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

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

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

118. In the event that 250 Settlement Class Members exercise their right to opt-out of

the Settlement Class, Defendant ALN shall have the option to terminate this Agreement. Defendant ALN shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph 10 days after the Opt-Out Deadline, or the option to terminate shall be considered waived.

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

120. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant ALN as described hereinabove. However, Defendant ALN shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

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

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

XVI. No Admission of Liability

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

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

125. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

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

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

XVII. Miscellaneous Provisions

128. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant ALN's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to

assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant ALN may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, the Released Parties and their attorneys, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to effectuate the Settlement.

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

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

131. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

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

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

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

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

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

If to Plaintiffs or Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

Andrew J. Shamis
Shamis & Gentile, P.A.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
ashamis@shamisgentile.com

John J. Nelson
Milberg Coleman Bryson
Phillips Grossman PLLC
402 W. Broadway, Suite 1760
San Diego, CA 92101
jnelson@milberg.com

If to Defendant ALN or Defendant ALN's Counsel:

Casie D. Collignon
Sean B. Solis
Baker & Hostetler LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@bakerlaw.com
ssolis@bakerlaw.com

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

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

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

or contemporaneous, of this Agreement.

141. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all terms and provisions of this Agreement.

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

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

144. ***No Tax Advice.*** The Parties acknowledge that no tax advice has been offered or given by either Party to the other in connection with this Agreement, and each Party is relying upon the advice of its/their own tax consultant with regard to any tax consequences which may arise as a result of the execution of this Agreement.

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

Signatures on the following page

CLASS COUNSEL (On Behalf of the Plaintiffs and the Settlement Class)

Jeffrey Ostrow

Jeffrey Ostrow (Oct 3, 2025 09:04:06 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.



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Signed by:

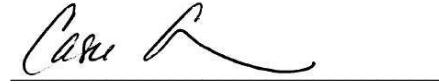


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Its CEO

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