

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

**IN RE THE CHRIST HOSPITAL PIXEL
LITIGATION**

Case No. A 2204749

Judge Christian A. Jenkins

SETTLEMENT AGREEMENT

This Settlement Agreement and Release (“**Settlement Agreement**”) is entered into by and between (i) Defendant The Christ Hospital (“**TCH**” or “**Defendant**”) and (ii) Plaintiffs A.T., G.W., and W.B. (“**Plaintiffs**”), both individually and on behalf of the Settlement Class, in the case of *In re The Christ Hospital Pixel Litigation*, No. A2204749, Hamilton County, Ohio Court of Common Pleas. TCH and Plaintiffs are collectively referred to herein as the “**Parties**.” The consolidated lawsuit is collectively referred to herein as the “**Litigation**.”

I. FACTUAL BACKGROUND AND RECITALS

1. On December 30, 2022, Plaintiff A.T. commenced a class-action suit in the Court of Common Pleas of Hamilton County, Ohio, entitled *John Doe v. The Christ Hospital*, Case No. A2204749.

2. On January 10, 2023, Plaintiff W.B. commenced a class-action suit in the Court of Common Pleas of Hamilton County, Ohio, entitled *Jane Doe v. The Christ Hospital*, Case No. A2300098.

3. On February 6, 2023, Plaintiff G.W. commenced a class-action suit in the Court of Common Pleas of Hamilton County, Ohio, entitled *John Doe v. The Christ Hospital*, Case No. A2300516.

4. On September 12, 2023, and pursuant to Civil Rule 42 and Local Rule 7(F), Plaintiffs A.T, W.B., and G.W.’s Unopposed Motion to Consolidate was granted; the Clerk of the Court was ordered to transfer and consolidate case numbers A 2300516 and A 23000098 into the first filed action, A 2204749; all future filings were ordered to bear case number A 2204749 as the lead case and be submitted with the Caption “*In re The Christ Hospital Pixel Litigation*”; and Plaintiffs were ordered to file a single operative consolidated complaint within 30 days.

5. On October 12, 2023, Plaintiffs A.T., G.W., and W.B. filed their Consolidated Class Action Complaint against TCH, alleging that it routinely disclosed patients’ confidential personally identifiable information and protected health information to third parties, including Meta Platforms, Inc. and Google LLC, for commercial purposes without patients’ consent.

6. Plaintiffs alleged claims of: (1) breach of confidence (*Biddle*); (2) invasion of privacy; (3) breach of implied contract; (4) unjust enrichment; (5) negligence; (6) breach of fiduciary duty; (7) violations of the Ohio Wiretapping law, R.C. 2933.52, *et seq.*; and (8) violations of the Ohio Consumer Sales Practices Act, R.C. 1345.01, *et seq.*

7. Following an October 8, 2024 decision by the Court on TCH’s Motion to Dismiss, in which most of Plaintiffs’ claims remained, and after significant discovery efforts, the Parties agreed to private mediation.

8. Through arms-length negotiations, the Parties negotiated a settlement with the assistance of Mediator David P. Kamp at a mediation on March 10, 2025, by which the Parties agreed to resolve the Litigation, including all claims Plaintiffs and Settlement Class Members have or may have had against TCH and related persons and entities, as set forth and as defined herein.

9. TCH denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation. Despite TCH’s position that it is not liable,

and has good defenses to the claims alleged in the Litigation, TCH desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

10. The Parties now enter into this Settlement Agreement to fully and finally resolve this Litigation. Plaintiffs and Plaintiffs' Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be protracted and expensive if this Litigation is not settled by voluntary agreement; (d) the magnitude of the Class settlement benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; (e) the Defendant's changes in the business practices that were at issue in the Litigation; and (f) Plaintiffs' and Class Counsel's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

11. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that

the Releasors release the Released Parties from the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions. The Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

II. DEFINITIONS

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

12. “**Administrative Expenses**” shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.

13. “**Agreement**” or “**Settlement Agreement**” means this agreement.

14. “**Appointment Request Forms**” or “**Nurse Navigator Request Forms**” means forms on TCH’s Website whereby an appointment could be requested or where communication with a nurse navigator could be requested.

15. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit A**.

16. “**Claim Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date. The Claim Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

17. “**Class Counsel**” shall mean Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Jeffrey S. Goldenberg of Goldenberg, Schneider, LPA; Matthew R. Wilson of Meyer Wilson, LPA; Philip J. Krzeski of Chestnut

Cambronne PA; Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Foster C. Johnson of Ahmad, Zavitsanos, & Mensing P.C.

18. **“Class Member”** or **“Settlement Class Member”** shall mean each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

19. **“Counsel”** or **“Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.

20. **“Court”** shall mean the Hamilton County, Ohio Court of Common Pleas.

21. **“Defendant”** or **“TCH”** shall mean The Christ Hospital.

22. **“Defendant’s Counsel”** shall mean Christopher G. Dean of McDonald Hopkins LLC, and Amanda Brooke Burton and Stacy A. Cole of Keating Muething Klekamp PLL.

23. **“Effective Date”** shall mean the date when the Settlement Agreement becomes Final, which is 31 days after the Court’s grant of the Final Approval Order assuming no appeals have been filed. If an appeal is filed, the Effective Date will become 31 days from when the appeal is finalized and a final judgment is entered in this case.

24. **“Fee and Expenses Application”** shall mean the motion to be filed by Class Counsel in which they seek approval of an award of attorneys’ fees, expense reimbursement, as well as Service Awards for the Class Representatives. The Fee and Expenses Application shall be filed no later than fourteen (14) days prior to the Objection Deadline and shall also be posted on the Settlement Website.

25. **“Fee and Expenses Award”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

26. **“Final”** means the Final Approval Order has been entered on the docket, and (1) the time to appeal from such order has expired and no appeal has been timely filed; (2) if such an

appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (3) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

27. **“Final Approval Hearing”** means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee and Expenses Award, and approving Service Awards to the Class Representatives. The Final Approval Hearing shall be set no earlier than eighty (80) days after the Notice Date.

28. **“Final Approval Order and Judgment”** shall mean an order entered by the Court that:

- i. Certifies the Settlement Class pursuant to Ohio Rule of Civil Procedure 23;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section VIII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of final judgment with respect to the foregoing.

29. “**Frequently Asked Questions**” or “**FAQs**” are questions and answers to those questions that are frequently posed by Class Members about class action settlements and specifically about this Settlement.

30. “**Health Risk Assessment**” means the Health Risk Assessments available and accessible via hra.thechristhospital.com.

31. “**Litigation**” shall mean the actions consolidated and captioned *In re The Christ Hospital Pixel Litigation*, No. A2204749, Hamilton County, Ohio Court of Common Pleas.

32. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B** and is the detailed, long form notice that will be posted on the Settlement Website that will include robust details about the Settlement.

33. “**Mobile App**” means the TCH mobile application that replaced the MyChart mobile application and was available to TCH patients on or about May 1, 2022.

34. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits B and C**, and is consistent with the requirements of Due Process.

35. “**Notice Date**” means the last day by which Notice must be issued to the Settlement Class Members and will occur thirty (30) days after the Court’s entry of the Preliminary Approval Order.

36. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as a date sixty (60) days after Notice Date.

37. **“Opt-Out Deadline”** is the last day on which a Settlement Class Member may submit a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Date.

38. **“Patient Portal”** means TCH’s instance of the Epic MyChart platform.

39. **“Participating Settlement Class Member”** means any Settlement Class Member who submits a Valid Claim.

40. **“Parties”** shall mean Plaintiffs and TCH, collectively.

41. **“Plaintiffs,” “Class Representatives,” or “Settlement Class Representatives”** shall mean the named Plaintiffs A.T., G.W., and W.B.

42. **“Preliminary Approval Order”** shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. The proposed Preliminary Approval Order is attached as **Exhibit D.**

43. **“Reminder Notice”** means the reminder notice that the Settlement Administrator shall send to Class Members for whom there is a valid email address and that shall be issued sixty (60) days after the Notice Date.

44. **“Released Claims”** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

45. **“Released Parties”** shall have the meaning ascribed to it as set forth in Section VIII of this Settlement Agreement.

46. **“Releasers”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to anyone claiming by, through, or on behalf of them.

47. **“Service Award”** shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement. The Service Awards requested in this matter will be \$7,500 to each Plaintiff, subject to Court approval.

48. **“Settlement”** means the resolution of the Litigation and Plaintiffs’ claims as set forth in this Settlement Agreement, subject to Court approval, and the Final Approval Order and Judgment.

49. **“Settlement Administrator”** means, subject to Court approval, Kroll Settlement Administration, LLC (“Kroll”) an entity jointly selected and supervised by Class Counsel and TCH to administer the settlement.

50. **“Settlement Class”** means the individuals identified on the Settlement Class List, who are or were patients of Defendant or any of its affiliates, used Defendant’s Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023. Excluded from the Settlement Class are: (a) the judge presiding over this Litigation, his immediate family members, and members of his staff; (b) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; and (c) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

51. **“Settlement Class List”** means a list of each Settlement Class Member’s full name, current or last known address, and personal email addresses where known, which Defendant or

Defendant's agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

52. **"Settlement Class Member"** means an individual who falls within the definition of the Settlement Class.

53. **"Settlement Fund"** means the funds to be paid by, or on behalf of, Defendant to cover the Administrative Expenses for the Settlement, the payment of a Service Award to the Settlement Class Representatives, the payment of Class Counsel's Fee and Expenses Award, the initial payment of claims, and payment for CyEx's Privacy Shield Pro product. The Settlement Fund shall be in the amount of Four-Million Five-Hundred Thousand Dollars and No Cents (\$4,500,000.00). The Four-Million Five-Hundred Thousand Dollars and No Cents (\$4,500,000.00) payment amount is non-reversionary. However, if after the payment of Administrative Expenses for the Settlement, the payment of a Service Award to the Settlement Class Representatives, the payment of Class Counsel's Fee and Expenses Award, and the payment for Privacy Shield Pro, the amount remaining in the Settlement Fund is insufficient to pay each Valid Claim at an amount no less than \$37.50, then TCH shall pay an additional amount of money, up to Two-Million Five-Hundred Thousand Dollars (\$2,500,000.00), so that each valid claim is paid at \$37.50. If the number of Valid Claims is such that the Seven-Million Dollars (the **"Settlement Amount"**) arrived at by adding the Four-Million Five-Hundred Thousand Dollars (\$4,500,000.00) to the Two-Million Five-Hundred Thousand Dollars (\$2,500,000.00) is insufficient to pay each Valid Claim at \$37.50, then each Valid Claim shall be subject to a pro-rata reduction. Under no circumstances shall Defendant's liability under this Agreement exceed the \$7,000,000.00 **Settlement Amount**.

54. **"Settlement Payment"** means the payment to be made via mailed check and/or electronic payment to a Participating Settlement Class Member.

55. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits B and C** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and certain other relevant Court documents related to the Settlement. The Settlement Website, www.TCHsettlement.com, will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Consolidated Class Action Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, opt-out requests, and the date of the Final Approval Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website will remain active until 150 days after the Effective Date.

56. “**Short Form Notice**” is the (a) postcard notice, with QR code to the Settlement Website, that may be mailed to Settlement Class Member according to the terms set forth herein, and/or (b) email notice that will be emailed to the Settlement Class Members, each in the same or substantially similar forms as **Exhibits C-1 and C-2** hereto.

57. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund and/or Settlement Amount, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

58. **“Valid Claims”** shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator.

59. **“Website”** means www.thechristhospital.com.

III. SETTLEMENT BENEFITS

60. **Establishment of Settlement Fund.** Within twenty-one (21) days of the entry of the Preliminary Approval Order, Defendant shall cause to be deposited \$350,000 for the purpose of covering initial notice costs. TCH shall cause to be deposited the balance of the Settlement Fund into the same account within five (5) business days after the Effective Date.

61. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 86 and 87.

62. **Use of the Settlement Fund and Settlement Amount.** Members of the Settlement Class may submit claims for a cash payment and/or for one year of Privacy Shield Pro. A member of the Settlement Class who attests to (1) being a patient of Defendant or any of its affiliates; and (2) having used Defendant’s Patient Portal and/or Mobile App and/or submitted a Health Risk Assessment, Appointment Request, or Nurse Navigator Request form between December 30, 2018, and January 13, 2023, shall be entitled to a pro rata cash payment. The Settlement Administrator shall review submitted Claim Forms to verify their accuracy. If the initial \$4,500,000.00 Settlement Fund is sufficient to cover the costs of notice and administration for the Settlement, the payment of Service Awards to the Class Representatives, the payment of Class Counsel’s Fee and Expenses Award, the initial payment for Privacy Shield Pro, and the cash

payments at a value no less than \$37.50 per claim, then no additional money shall be paid by TCH. Under this scenario, all Valid Claims shall be increased pro rata until the Settlement Fund is extinguished. As discussed above in Paragraph 53, if the Settlement Fund is not sufficient to pay all Valid Claims at \$37.50 per claim, then TCH agrees to pay an additional amount up to \$2,500,000.00 so that all Valid Claims are paid at no less than \$37.50. Under no circumstances shall Defendant's liability under this Agreement exceed the Settlement Amount of \$7,000,000.00.

63. **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the payment-clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any Party.

64. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Administrative Expenses and shall be timely paid by

the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their Counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective Counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement. Each Settlement Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds as a result of this Agreement.

65. **Equitable Relief.** The Parties agree that the terms of the injunctive relief set forth in the January 13, 2023 Agreed Order entered by the Court in the Litigation shall be extended for a period of two (2) years from the date of the Final Approval Order and shall apply to the Patient Portal and Website, including any forms and the Health Risk Assessments. Notwithstanding the foregoing, the Parties understand and agree that TCH may freely use HIPAA-compliant third-party companies and tools for any analytics functions subject to an appropriate Business Associate Agreement.

IV. SETTLEMENT ADMINISTRATION

66. **Administrative Expenses:** All Administrative Expenses will be paid from the \$4,500,000 portion of the Settlement Fund only.

67. **Settlement Administration Process:** The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

68. **Claims Submission:** To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. Completed Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claim Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

69. **Claims Review:** The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness. If any deficient claim is received, the Settlement Administrator shall send a deficiency notice within fourteen (14) days via the same method (i.e., mail or email) that the deficient claim is submitted. The deficiency notice shall identify the reason the claim is considered deficient and provide the Class Member at least twenty-one (21) days to cure any such deficiency.

70. **Settlement Payments:** After the Court enters an order approving the final Settlement Agreement and after the Effective Date and after the Claim Deadline, the Settlement Administrator shall provide the requested relief to all Settlement Class Members who submitted a Valid Claim, subject to the procedure set forth below.

71. No more than five (5) business days following the Effective Date and the Claim Deadline, whichever is later, TCH shall pay, or cause to be paid, to the Settlement Administrator all the funds required by Paragraph 53 and this Settlement Agreement. Provided that final approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Valid Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

72. Subject to the terms and conditions of this Settlement Agreement, sixty (60) days after the Effective Date, the Settlement Administrator shall provide a digital payment or mailed check (a “**Settlement Payment**”) to each Claimant that has submitted a Valid Claim approved by the Settlement Administrator or by the Court, for good cause shown. The amount of each Settlement Payment shall be calculated in accordance with Paragraphs 53 and 62 of this Settlement Agreement.

73. **Undeliverable Settlement Payments:** For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within thirty (30) days after the payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make only one attempt to resend a Settlement Payment.

74. **Residual Funds:** No funds from the \$4,500,000 portion of the Settlement Fund, including any interest earned thereon, shall revert or be repaid to Defendant after the Effective Date. Any amounts that remain in the Settlement Fund after the distribution of all Settlement Payments, including any remaining funds resulting from unredeemed and/or uncashed Settlement Payments, will be paid to a charitable organization that is mutually agreed upon by the Parties, subject to the Court’s approval.

75. **Third-Party Creditors:** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. The Parties will have no, and do not agree to any, responsibility for such transmittal.

76. **Mutual Release of Liability:** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund and potentially the Settlement Amount; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund and potentially the Settlement Amount; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

V. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS

77. **Notice.** Within seven (7) days after the date of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated, as agreed upon by Counsel and approved by the Court. The notice will be provided primarily via e-mail to Settlement Class Members whose personal e-mail addresses are known, and U.S. mail where necessary. U.S. mail will be considered necessary only (a) where no email address is provided; (b) where email notice is returned as undeliverable; or (c) sixty (60) days following the sending of the first email if email notice is delivered but remains unopened after two (2) attempts, the second of which shall be made thirty (30) days after the first email. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website www.TCHsettlement.com shall constitute the "**Notice Plan.**"

78. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not

file a timely and adequate objection in accordance with this Agreement waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

79. **Opt Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt out” of the Settlement by submitting a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the Litigation, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement in the communication. The Notice must state that any Settlement Class Member who does not provide a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement Class and will be bound by the Settlement.

80. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the Fee and Expenses Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of and contact information for any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. Any Settlement Class Member who fails to timely file and serve an objection and notice shall not

be treated as having filed a valid objection to the Settlement, and shall forever be barred from raising any objection to the Settlement

VI. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

81. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date.

82. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court.

83. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing.

84. **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 retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Plan and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VII. MODIFICATION AND TERMINATION

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

86. **Settlement Not Approved.** If: (a) the Court does not issue the Preliminary Approval Order or Final Approval Order and Judgment; (b) the Effective Date does not occur; or (c) the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court, the Parties shall have sixty (60) days from the date of such event during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order and Judgment not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

87. **Termination.** Defendant has the option to unilaterally terminate this Agreement on seven (7) days written notice to Class Counsel if more than 250 Class Members submit valid Requests for Exclusion, which number will be provided to the Court under seal.

88. **Effect of Termination.** In the event of a termination as provided in Paragraphs 86 or 87, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Litigation as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

VIII. RELEASES

89. Upon entry of the Final Approval Order and Judgment, Settlement Class Members release, acquit, and forever discharge TCH and its agents, subsidiaries, parents, and affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, attorneys, insurers (including excess insurers and reinsurers), and/or sureties ("**Released Parties**") from any known or unknown claims, demands, actions, or causes of action that were or could have been asserted in the Litigation or are related to the allegations in the Consolidated Class Action Complaint ("**Released Claims**").

90. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

91. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true (other than the class size identified by TCH), each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon his, her, or its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

92. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and other Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order.

IX. SERVICE AWARDS

93. **Service Awards.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expenses Application that will include a request for Service Awards for the Settlement Class Representatives in recognition for their contributions to this Litigation not to exceed \$7,500.00 per Settlement Class Representative. The Settlement Administrator shall pay the Service Awards to the Settlement Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) business days after the Effective Date.

94. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

X. ATTORNEYS' FEES AND EXPENSES

95. **Attorneys' Fees and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expenses Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third of the \$7,000,000 Settlement Amount for attorneys' fees plus one-third of any interest earned, or \$2,333,333.33 plus one-third of any interest earned, and the reimbursement of litigation expenses not to exceed \$75,000.00. For the avoidance of doubt, the Court-approved Fee and Expenses Award shall be paid from the Settlement Fund. The Parties did not discuss payment of Attorneys' Fees and Expenses until after they agreed on all material terms of relief to the Settlement Class. The Fee and Expenses Award shall be paid by the Settlement Administrator from the Settlement Fund to Class Counsel within ten (10) business days of the Effective Date.

96. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the Fee and Expenses Application, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee and Expenses Award shall constitute grounds for termination of this Agreement.

XI. NO ADMISSION OF LIABILITY

97. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the

Parties either previously or in connection with the negotiations or proceedings connected with 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.

98. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Litigation or in any proceeding in any court, administrative agency or other tribunal.

XII. MISCELLANEOUS

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

100. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and where such changes are non-material, the exhibits to this Agreement may be modified by subsequent agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

101. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

102. **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.

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

104. **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 in good faith prior to seeking Court intervention.

105. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Ohio, without regard to the principles regarding choice of law.

106. **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 signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

107. **Notices.** All notices to Class Counsel provided for herein, shall be sent by certified mail and email to:

Joseph M. Lyon
THE LYON FIRM
2754 Erie Ave.
Cincinnati, Ohio 45208
Phone: (513) 381-2333
jlyon@thelyonfirm.com

All notices to Defendant provided for herein, shall be sent by certified mail and email to:


Christopher G. Dean
McDonald Hopkins LLC
600 Superior Avenue, East, Suite 2100
Cleveland, Ohio 44114
Telephone: 216.348.5400
cdean@mcdonaldhopkins.com

The notice recipients and addresses designated above may be changed by written notice.

108. **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 or Parties on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

The Parties have hereby accepted and agreed to the Settlement Agreement:

AGREED TO:




A.T., Plaintiff



G.W., Plaintiff

W.B., Plaintiff

Counsel for Plaintiffs A.T., G.W., and W.B.



Dylan J. Gould (Jun 12, 2025 15:11 EDT)

Terence R. Coates (0085579)
Dylan J. Gould (0097954)
MARKOVITS, STOCK & DEMARCO, LLC
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Phone: (513) 651-3700
Fax: (513) 665-0219
tcoates@msdlegal.com
dgould@msdlegal.com

Joseph M. Lyon (0076050)
Kevin M. Cox (0099584)
THE LYON FIRM
2754 Erie Ave.
Cincinnati, Ohio 45208
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Fax: (513) 766-9011
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GOLDENBERG SCHNEIDER, LPA
4445 Lake Forest Drive, Suite 490
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The Christ Hospital

Counsel for Defendant The Christ Hospital

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McDonald Hopkins LLC
600 Superior Avenue, East, Suite 2100
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cdean@mcdonaldhopkins.com

William A. Posey (0021821)
Stacy A. Cole (0080075)
Bryce J. Yoder (0089816)
Amanda Brooke Burton (0097696)
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Telephone: 513.721.5525
tburke@manleyburke.com
emily.couch@manleyburke.com

Attorneys for Defendant, The Christ Hospital

The Parties have hereby accepted and agreed to the Settlement Agreement:

AGREED TO:

A.T., Plaintiff

G.W., Plaintiff

W.B., Plaintiff

Counsel for Plaintiffs A.T., G.W., and W.B.

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Dylan J. Gould (0097954)
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Cincinnati, Ohio 45242

The Christ Hospital

Counsel for Defendant The Christ Hospital

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emily.couch@manleyburke.com

Attorneys for Defendant, The Christ Hospital

The Parties have hereby accepted and agreed to the Settlement Agreement:

AGREED TO:

A.T., Plaintiff



The Christ Hospital

G.W., Plaintiff

Counsel for Defendant The Christ Hospital

W.B., Plaintiff

Christopher G. Dean (0092883)
McDonald Hopkins LLC
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Counsel for Plaintiffs A.T., G.W., and W.B.

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Attorneys for Defendant, The Christ Hospital

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Telephone: (713) 655-1101
Facsimile: (713) 655-0062
fjohnson@azalaw.com
jkenney@azalaw.com

Attorneys for Plaintiffs

* *pro hac vice*

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
TCH provides the Settlement Class List to the Settlement Administrator	+7 days after Preliminary Approval
TCH to fund \$350,000 into the Settlement Fund	+21 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
The Fee and Expenses Application	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Reminder Notice	+60 days after Notice Date
Settlement Administrator Provide Notice of Opt-Outs and/or Objections	+74 days after Notice Date
Claim Deadline	+90 days after Notice Date
<u>Final Approval Hearing</u>	+80 days after Notice Date (at minimum)
Motion for Final Approval	No later than 10 days before Final Approval Hearing Date
<u>Final Approval</u>	
Effective Date	+31 days after Final Approval Order and Judgment (assuming no appeals)
TCH to fund the remaining portion of the Settlement Fund	+5 days after Effective Date
Payment the Fee and Expenses Award and Class Representative Service Awards	+10 business days after Effective Date
Settlement Payments	+ No later than 60 days after Effective Date
Settlement Website Deactivation	+150 days after Effective Date

EXHIBIT

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**Your Claim must
be submitted
online or
postmarked by:**

**<<Claim
Deadline>>**

CLAIM FORM FOR TCH PIXEL LITIGATION

In re The Christ Hospital Pixel Litigation
Case No. A2204749
Hamilton County, Ohio Court of Common Pleas

TCH-C

GENERAL INSTRUCTIONS

You have been identified by the Settlement Administrator as an individual identified on the Settlement Class List, who is or was patient of The Christ Hospital or any of its affiliates, used The Christ Hospital's Patient Portal, website, and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023. You may submit a claim for a Settlement benefit, outlined below.

Please refer to the Long Form Notice posted on the Settlement Website www.TCHsettlement.com, for more information on submitting a Claim Form and if you part of the Settlement Class.

To receive a Settlement Payment benefit from this Settlement via an electronic payment, you must submit the Claim Form below electronically at www.TCHsettlement.com by <<Claim Deadline>>.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

<Mailing caption>
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Settlement Payment:** All Class Members that submit a Valid Claim are eligible to receive *pro rata* cash payment in an amount expected to be at least \$37.50 from the Settlement Fund;

A Settlement Fund will be established for at least \$4,500,000. If, after the payment of Administrative Expenses for the Settlement, the payment of Service Awards to the Class Representatives, the payment of Class Counsel's Fee and Expenses Award, and the payment for Privacy Shield Pro subscriptions, the amount remaining in the Settlement Fund is insufficient to pay each Valid Claim at least \$37.50, then The Christ Hospital will pay an additional amount of money, up to \$2,500,000, so that each Valid Claim is paid at \$37.50, but if the number of Valid Claims is such that \$7,000,000 is insufficient to pay each valid claim at \$37.50, then each Valid Claim will be subject to a pro-rata reduction;

AND/OR

- ❖ **Privacy Shield Pro** – Class Members may also elect one (1) year of the CyEx's Privacy Shield Pro product to monitor medical identity theft and medical fraud.

Questions? Go to www.TCHsettlement.com or call toll-free **(XXX) XXX-XXXX**.

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I. 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: _____ @ _____

Telephone Number (optional): (_____) _____ - _____

II. PROOF OF SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify that you are a current or former patient of The Christ Hospital (or any of its affiliates), and that you used its Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form on The Christ Hospital's Website between December 30, 2018, and January 13, 2023.

Enter the Class Member ID Number provided on your Short Form Notice:

Class Member ID: 0 0 0 0 0 _____

Questions? Go to www.TCHsettlement.com or call toll-free (XXX) XXX-XXXX.

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III. CASH PAYMENT

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CHECK THIS BOX IF YOU WANT TO RECEIVE A CASH PAYMENT

If you would like to elect to receive your cash payment benefit through electronic transfer, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. Otherwise, cash payments will be mailed in the form of a check.

IV. PRIVACY SHIELD PRO

☐

CHECK THIS BOX IF YOU ALSO WANT TO RECEIVE ONE (1) YEAR OF PRIVACY SHIELD PRO

CyEx's Privacy Shield Pro product monitors for medical identity theft and medical fraud. **You may select this benefit in addition to a cash payment.**

V. ATTESTATION & SIGNATURE

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

____ / ____ / ____
Date

Print Name

Questions? Go to www.TCHsettlement.com or call toll-free (XXX) XXX-XXXX.

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Page 3 of 3

EXHIBIT

B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
HAMILTON COUNTY COURT OF COMMON PLEAS**

In re The Christ Hospital Pixel Litigation, Case No. A 2204749

A state Court has authorized this notice. This is not a solicitation from a lawyer.

If you are a current or former patient of The Christ Hospital who used its Patient Portal, Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023, you could be eligible for a payment from a class action settlement

- A settlement has been reached in a class action lawsuit against The Christ Hospital (“Defendant” or “The Christ Hospital”) related to the alleged disclosure of protected health information.
- Plaintiffs allege The Christ Hospital offered a patient portal, a mobile application, and a website through which it encouraged patients to exchange communications to search for a doctor, learn more about their conditions and treatments, access medical records and test results, and make appointments. Plaintiffs allege that through these web properties, Defendant caused unauthorized transmissions of protected health information to third parties, including Facebook and Google. The Christ Hospital denies this allegation, including specifically denying that any protected health information was shared with Facebook or Google and that any tracking tools or technologies were ever installed on its patient portal. However, because there are risks and legal uncertainty in any lawsuit, the Parties collectively agreed to resolve their dispute on a class-wide basis (the “Settlement”).
- The Settlement Class includes all individuals who are or were patients of Defendant or any of its affiliates, used Defendant’s Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023. The Christ Hospital has provided a list of individuals meeting this criteria. The individuals meeting this criteria are known as “Class Members.”
- The Christ Hospital has agreed to establish a settlement fund of at least \$4,500,000.00 with a maximum value of no more than \$7,000,000.00. The exact amount of the settlement fund will depend on the number of valid claims that are submitted. The settlement fund will be used to pay for all fees, expenses, service awards, and class member benefits.
- Class Members who submit a valid claim will receive a cash payment estimated to be at least \$37.50 plus a one-year subscription to Privacy Shield Pro. For complete details, please see the Settlement Agreement, whose terms control, available at www.TCHsettlement.com. The Settlement Administrator will post additional information about the payment amount on this website, if necessary.
- For more information or to submit a claim visit www.TCHsettlement.com or call 1-####-####-#### Monday through Saturday, between 8:30 a.m. and 5:00 p.m. C.T.

- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment.	Submitted or Postmarked on or Before , 2025
Exclude Yourself By Opting Out of the Class	Receive no payment. If you are a Class Member, you must exclude yourself from this class action settlement in order to retain your right to bring any other lawsuit against Defendant for the same claims.	Submitted or Postmarked on or Before , 2025
Object to the Settlement and/or Attend the Fairness Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on , 2025 about the fairness of the Settlement, with or without your own attorney.	Received on or Before , 2025
Do Nothing	Receive no payment. Give up rights if you are a Class Member.	No Deadline.

What This Notice Contains

Basic Information.....
 Who is in the Settlement.....
 The Settlement Benefits—What You Get if You Qualify.....
 How do You Submit a Claim.....
 What Does Defendant Get.....
 Excluding Yourself from the Settlement.....
 Objecting to the Settlement.....
 The Lawyers Representing You.....
 The Court’s Fairness Hearing
 If You Do Nothing.....
 Getting More Information.....

BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

Judge Christian A. Jenkins of the Hamilton County Court of Common Pleas is the judge presiding over this case. The individuals who brought the lawsuit are called the Plaintiffs. The entity being sued, The Christ Hospital, is called the Defendant.

2. What is this lawsuit about?

The Plaintiffs allege that between December 30, 2018 and January 13, 2023, The Christ Hospital installed tracking tools on its patient portal, mobile application, and on webpages where patients submitted health risk assessments, appointment requests, and nurse navigator requests. Plaintiffs allege that the tracking tools disclosed protected health information to unauthorized third parties like Facebook and Google. Visit www.TCHsettlement.com to submit a claim or learn more.

The Christ Hospital denies all liability and all claims of wrongdoing, denies that any patient’s protected health information was disclosed to any unauthorized third party, including Facebook or Google, and specifically denies that any tracking tools or technologies were ever installed on its patient portal.

No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Class (“Class Members”). The Class Representatives appointed to represent the Class and the attorneys for the Class (“Class Counsel,” see Question 17) think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Class includes the individuals identified on the Settlement Class List, who are or were patients of Defendant or any of its affiliates, used Defendant’s Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form

between December 30, 2018, and January 13, 2023. The Settlement Administrator sent notices to individuals identified on the Settlement Class List that was provided by The Christ Hospital.

Excluded from the Settlement Class are: (a) the judge presiding over this Litigation, his immediate family members, and members of his staff; (b) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; and (c) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-###-###-#### with questions. You may also write with questions to:

Settlement Administrator
address
address
www.TCHsettlement.com

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Class Members who submit a valid claim will receive a cash payment and one year subscription to Privacy Shield Pro.

The Settlement requires The Christ Hospital to establish a “Settlement Fund.” The Settlement Fund will include the funds to be paid by, or on behalf of, The Christ Hospital to cover the administrative expenses for the Settlement, the payment of service awards to the Class Representatives, the payment of Class Counsel’s attorneys’ fees and expenses, the cost of Privacy Shield Pro subscriptions, and the payment of cash benefits to Class Members who submit valid claims.

The Settlement Fund will be at least \$4,500,000.00. The \$4,500,000.00 payment amount is non-reversionary. However, if after the payment of administrative expenses for the Settlement, the payment of service awards to the Class Representatives, the payment of Class Counsel’s attorneys’ fees and expenses, and the payment for Privacy Shield Pro subscriptions, the amount remaining in the Settlement Fund is insufficient to pay each valid claim at least \$37.50, then The Christ Hospital will pay an additional amount of money, up to \$2,500,000.00, so that each valid claim is paid at \$37.50.

If the number of valid claims is such that \$7,000,000 is insufficient to pay each valid claim at \$37.50, then each valid claim will be subject to a pro-rata reduction. Under no circumstances shall Defendant’s liability under this Agreement exceed the \$7,000,000.00 Settlement Amount.

The Christ Hospital has also agreed to injunctive relief, and has agreed not to transmit to Facebook or otherwise permit Facebook to view and/or access individually identifiable health information, including, but not limited to, demographic information collected from an individual, and that (1) is created or received by TCH; and (2) relates to the past, present, or future physical or mental health or

condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual (i) that identifies the individual, or (ii) with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. The agreed injunctive relief applies to the public-facing website and patient portal, including any forms or Health Risk Assessments, for a period of two years from the date of the Final Approval Order.

HOW DO YOU SUBMIT A CLAIM?

8. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a “Claim”). Every Claim must be made on a form (“Claim Form”) available at www.TCHsettlement.com or by calling 1-###-###-####. Read the instructions carefully, fill out the Claim Form, and submit it according to the instructions on the Claim Form.

9. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then the Claim will be considered invalid and will not be paid.

10. When will I get my payment?

The Court will hold a Final Approval Hearing on _____, 2025 at _____m. EST to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DOES DEFENDANT GET?

11. What am I giving up as part of the Settlement?

The Defendant gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will release, acquit, and forever discharge The Christ Hospital and its agents, subsidiaries, parents, and affiliates, and their respective employees, officers, directors, shareholders, partners, members, managers, owners, heirs, executors, predecessors, successors, assigns, attorneys, insurers (including excess insurers and reinsurers), and/or sureties from any known or unknown claims, demands, actions, or causes of action that were or could have been asserted in the lawsuit or are related to the allegations in the Consolidated Class Action Complaint (the “Released Claims”). A copy of the Consolidated Class Action Complaint can be downloaded from www.TCHsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Class. This is sometimes referred to as “opting out” of the Class.

12. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

13. If I do not exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant (and any other Released Parties) for the claims that this Settlement resolves. You must exclude yourself from the Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you want to exclude yourself, then do not submit a Claim Form to ask for any benefit under the Settlement.

14. How do I exclude myself from the Settlement?

To exclude yourself, you must submit a request for exclusion to the Settlement Administrator postmarked no later than DATE. The request for exclusion must include the case name and number, your full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that you do not wish to participate in the Settlement in the communication. Any Class Member who does not provide a timely request for exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement. The Settlement Administrator’s mailing address is:

[ADDRESS]

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must file your objection with the Court or mail your objection to the Clerk of the Court and the Settlement Administrator, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, [REDACTED], 2025:

Court	Settlement Administrator
Office of the Clerk Hamilton County Courthouse 1000 Main Street, Room 315 Cincinnati, OH 45202	Kroll Settlement Administration, LLC PO Box [REDACTED] New York, NY 10150-5324

Your objection must be written and must include all of the following: (i) the case name and number; (ii) your full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of and contact information for any attorneys representing you as an objector; (v) a statement regarding

whether you (or your attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by you in the previous 5 years; and (vii) your signature or the signature of your attorney. Any Settlement Class Member who fails to timely file and serve an objection and notice shall not be treated as having filed a valid objection to the Settlement, and shall forever be barred from raising any objection to the Settlement.

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

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court has appointed as Class Counsel Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Jeffrey S. Goldenberg of Goldenberg, Schneider, LPA; Matthew R. Wilson of Meyer Wilson, LPA; Philip J. Krzeski of Chestnut Cambronne PA; Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Foster C. Johnson of Ahmad, Zavitsanos, & Mensing PLLC.

18. How will the lawyers be paid?

Class Counsel will file a Fee and Expenses Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (33.33%) of the \$7,000,000 Settlement Amount for attorneys' fees plus one-third (33.33%) of any interest earned, or \$2,333,333.33 plus one-third of any interest earned, and the reimbursement of litigation expenses not to exceed \$75,000.00. For the avoidance of doubt, the Court-approved Fee and Expenses Award shall be paid from the Settlement Fund.

Any award for attorneys' fees and expenses for Class Counsel must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than _____, 2025 and their application for attorneys' fees, costs, and expenses will be filed no later than _____, 2025 and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at _____ m. ET on _____, 2025, at the Hamilton County Courthouse, 1000 Main Street, Room ####, Cincinnati, OH 45202 or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses. After the hearing the Court will decide whether to approve the

Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking www.TCHsettlement.com or calling 1-###-###-####.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file an objection according to the instructions in Question 15, including all the information required. Your objection must be **mailed** to the Clerk of the Court and Settlement Administrator postmarked no later than [REDACTED], 2025.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.TCHsettlement.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at 1-###-###-####.

This Notice is approved by the Hamilton County Court of Common Pleas.

DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT. Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.

EXHIBIT

C1

In re The Christ Hospital Pixel Litigation
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

**NOTICE OF CLASS ACTION
SETTLEMENT**

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

www.TCHsettlement.com



<<Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHO IS A CLASS MEMBER?

In the lawsuit *In re The Christ Hospital Pixel Litigation*, No. A 2204749 (Hamilton County, Ohio Court of Common Pleas), you are a Class Member if you are a current or former patient who visited Christ Hospital's Patient Portal, Mobile App, or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form, between December 30, 2018, and January 13, 2023 (the "Class"). Christ Hospital denies all liability, wrongdoing, and all the claims against it concerning its alleged use of certain internet tracking tools.

WHAT ARE THE SETTLEMENT BENEFITS AND TERMS?

Class Members who file a valid Claim Form may receive a pro rata cash payment from the net Settlement Fund, projected to be at least \$37.50. Class Members are also entitled to a one-year subscription of Privacy Shield Pro. The net Settlement Fund is what remains of the Settlement Fund following the payment of all costs, expenses, attorneys' fees, and class representative service awards. The Settlement Fund created by the Settlement, prior to any deductions for fees, expenses, costs, service awards, or benefits, will be at least \$4,500,000 and no more than \$7,000,000, depending on the number of valid claims received. More information, including a copy of the Settlement Agreement, is available at www.TCHsettlement.com.

WHAT ARE YOUR RIGHTS AND OPTIONS?

Submit a Claim Form. To qualify for a cash payment and Privacy Shield Pro subscription, you must submit a Claim Form online at www.TCHsettlement.com or by mail to the settlement administrator. Your Claim Form must be postmarked or submitted online no later than CLAIM DEADLINE.

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

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

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court's decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at DATE**, in the Hamilton County Court of Common Pleas, 1000 Main St., Cincinnati, OH 45202, to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

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

The Court appointed several lawyers, including Ohio lawyers Terence R. Coates, Dylan J. Gould, Jeffrey S. Goldenberg, and Joseph M. Lyon, as Class Counsel to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have any obligation to pay attorneys' fees or expenses?

No. The attorneys' fees and expenses will be paid exclusively from the Settlement Fund as approved by the Court. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed with the Court.

What is the amount of the Class Representative Service Awards?

The Plaintiffs, also called the Class Representatives, will seek Service Awards in the amount of \$7,500 each for their efforts in this case.

Who is the Judge overseeing this settlement? Judge Christian A. Jenkins, Hamilton County Court of Common Pleas.

Where can I learn more about the case, the Settlement, and my options? www.TCHsettlement.com.

Questions? Visit www.TCHsettlement.com or call toll-free (XXX) XXX-XXXX.

EXHIBIT

C2

To: [Class Member email address]

From: Christ Hospital Pixel Litigation Settlement Administrator

Subject: Notice of Class Action Settlement – Christ Hospital Pixel Litigation

Your Unique ID: <<RefNum>>

*In re The Christ Hospital Pixel Litigation, No. A 2204749
(Hamilton County, Ohio Court of Common Pleas)*

A State Court Authorized this Notice

If you are a current or former patient of The Christ Hospital who meets the criteria described below, you may be entitled to cash benefits from a class action settlement.

IMPORTANT MESSAGE FROM THE COURT: A Settlement has been reached in a class action lawsuit concerning The Christ Hospital (referred to below as “The Christ Hospital” or “Defendant”) and its alleged use of tracking tools on certain web properties between December 30, 2018 and January 13, 2023. The persons who filed the lawsuit (known as the “Plaintiffs”) allege that during this time period, The Christ Hospital installed tracking tools on its patient portal, mobile application, and on webpages where patients submitted health risk assessments, appointment requests, and nurse navigator requests (the “Web Properties”). Plaintiffs allege that the tracking tools disclosed protected health information to unauthorized third parties like Facebook and Google. Visit www.TCHsettlement.com to submit a claim or learn more.

The Christ Hospital denies all liability and all claims of wrongdoing, denies that any patient’s protected health information was disclosed to any unauthorized third party, including Facebook or Google, and specifically denies that any tracking tools or technologies were ever installed on its patient portal.

Who is Included? Individuals who are or were patients of Defendant or any of its affiliates, used Defendant’s Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023. The Christ Hospital has provided a list of individuals meeting this criteria. The individuals meeting this criteria are known as “Class Members.” You are receiving this email because your name is on the list of Class Members that The Christ Hospital provided.

What does the Settlement Provide? The Christ Hospital has agreed to establish a settlement fund of at least \$4,500,000.00 with a maximum value of no more than \$7,000,000.00. The exact amount of the settlement fund will depend on the number of valid claims that are submitted. The settlement fund will be used to pay for all fees, expenses, and class member benefits.

What Benefits are Available to Class Members? Class Members who submit a valid claim will receive a cash payment estimated to be at least **\$37.50** plus a one-year subscription to Privacy Shield Pro. For complete details, please see the Settlement Agreement, whose terms control, available at www.TCHsettlement.com. The Settlement Administrator will post additional information about the payment amount on this website, if necessary.

How To Get Benefits: You must submit a Claim Form, available at www.TCHsettlement.com. You will need the Unique ID number found at the top of this email to submit a Claim Form. The Claim Form must either be postmarked or submitted electronically on this website by **[Claim Deadline Date]**.

Your Other Options. If you file a Claim Form, object to the Settlement, or do nothing, you will stay in the Class and be bound by its terms, including its Release. You will be bound by all orders of the Court and you will not be able to start, continue or be a part of any other lawsuit against The Christ Hospital or related parties related to its alleged use of tracking tools during the relevant time period on the Web Properties identified above. If you do not want to be bound by the Settlement or receive any benefits from it, you must exclude yourself by <<ExclusionDeadline>>. If you do not exclude yourself, you may object to the Settlement by <<ExclusionDeadline>>. Please see the Settlement Agreement and Long Form Notice at www.TCHsettlement.com for full details and requirements.

The Final Approval Hearing. The Court has scheduled a hearing for <<FinalApprovalDate>>, to decide whether to approve the Settlement; attorneys' fees, costs, and expenses; service awards; and any objections. If you object to the settlement, you or your attorney may request permission from the Court to speak about your objection at the hearing.

Who are the attorneys for the Plaintiffs and the proposed Class? The Court appointed Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Jeffrey S. Goldenberg of Goldenberg, Schneider, LPA; Matthew R. Wilson of Meyer Wilson, LPA; Philip J. Krzeski of Chestnut Cambronne PA; Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; and Foster C. Johnson of Ahmad, Zavitsanos, & Mensing PLLC, as Class Counsel to represent the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I Have Any Obligation to Pay Attorneys' Fees or Expenses? No. The attorneys representing Plaintiffs and the Class will request an award of reasonable attorneys' fees and expenses to be paid from the settlement fund. The award of attorneys' fees will be paid from the Settlement Fund and the requested award will not exceed one-third of the \$7,000,000 Settlement Amount for attorneys' fees plus one-third of any interest earned, or \$2,333,333.33 plus one-third of any interest earned, and the reimbursement of litigation expenses will not exceed \$75,000.00. The motion for fees and expenses will be posted on www.TCHsettlement.com once it is filed.

Will the Plaintiffs Receive Additional Compensation? The three Plaintiffs who filed this lawsuit will seek service awards up to \$7,500 each to be paid from the settlement fund as compensation for their time and effort on behalf of the Class.

More Information. More information about your rights and options can be found in the Long-Form Notice and Settlement Agreement available at www.TCHsettlement.com or by calling toll-free [SettlementTollFreeNumber].

EXHIBIT

D

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

**IN RE THE CHRIST HOSPITAL PIXEL
LITIGATION**

Case No. A 2204749

Judge Christian A. Jenkins

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL

Plaintiffs have filed an unopposed motion for preliminary approval of a class action settlement pursuant to Civil Rule 23(e), in accordance with the terms of the Class Action Settlement Agreement and Release (“Settlement Agreement”) entered into between Plaintiffs and The Christ Hospital (“Defendant”). Having reviewed and considered the Settlement Agreement and accompanying exhibits, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs’ Motion for Preliminary Approval is GRANTED as set forth herein.

1. Defined Terms. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. Preliminary Approval of the Settlement. The Court preliminarily approves the Settlement Agreement, including the exhibits attached thereto, as fair, reasonable, adequate, and in the best interests of the Settlement Class in accordance with Civil Rule 23(e), pending a final hearing on the Settlement as provided herein. Specifically, the Court finds that the Class Representatives and Class Counsel have adequately represented the Class in all respects. The Court also preliminarily finds that the Settlement was negotiated at arm’s length by informed and experienced counsel. The relief provided to the Class under the Settlement Agreement is adequate

and will provide a benefit to all Class Members. Moreover, there would be substantial costs, risks, and delay associated with proceeding to trial and potential appeal.

3. Jurisdiction. The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally, venue is proper in this Court.

4. Stay of the Action. Pending the Final Fairness Hearing, all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are hereby stayed.

5. Class Definition. The Court preliminarily certifies, solely for purposes of effectuating the Settlement, the following Settlement Class:

The individuals identified on the Settlement Class List, who are or were patients of Defendant or any of its affiliates, used Defendant's Patient Portal and/or Mobile App, and/or submitted a Health Risk Assessment, Appointment Request or Nurse Navigator Request form between December 30, 2018, and January 13, 2023.

Excluded from the Settlement Class are: (a) the judge presiding over this Litigation, his immediate family members, and members of his staff; (b) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers and directors; and (c) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. Class Representatives. The Court preliminarily finds and determines that Plaintiffs will fairly and adequately represent the interests of the Class in enforcing their rights in the Action and appoints them as Class Representatives. The Court further finds, for purposes of this Settlement, that Plaintiffs are similarly situated to absent Class Members and will be adequate Representatives.

7. Class Counsel. The Court preliminarily appoints Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Joseph M. Lyon of The Lyon Firm; Jeffrey S. Goldenberg of Goldenberg, Schneider, LPA; Matthew R. Wilson of Meyer Wilson, LPA; Philip J. Krzeski of Chestnut Cambronne PA; Gary Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC;

and Foster C. Johnson of Ahmad, Zavitsanos, & Mensing P.L.L.C., collectively, as Class Counsel. The Court authorizes Class Counsel to effectuate the Settlement on behalf of the Class Representatives and the Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court.

8. Preliminary Class Certification for Settlement Purposes Only. The Court preliminarily finds, solely for purposes of the Settlement, that Rule 23 criteria for certification of the Settlement Class exist in that: (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) the questions of law or fact common to Class Members predominate over any questions affecting only individual members, and a class action is superior to other available methods of adjudication.

9. Final Approval Hearing. A Final Approval Hearing shall be held on _____, _____ at _____ o'clock [a.m. / p.m.] in the Court of Common Pleas of Hamilton County, Ohio, Courtroom _____, to determine, among other things, whether (1) this matter should be finally certified as a class action pursuant to Civil Rule 23(b); (2) the Settlement Agreement between the Parties should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (3) the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (5) Plaintiffs' motion for attorneys' fees, costs, expenses, and service awards should be granted; (6) Class Counsel should be finally appointed as Class Counsel; and (7)

Plaintiffs should be finally appointed as Class Representatives. Plaintiffs' motion for final approval of class action settlement shall be filed with the Court no later than ten (10) days before the Final Approval Hearing, and Plaintiffs' motion for attorneys' fees, costs, expenses, and service awards to Class Representatives shall be filed with the Court at least fourteen (14) days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.

10. Class Notice. The proposed notice plan set forth in the Settlement Agreement constitutes reasonable notice of the settlement of the Litigation, provides a fair recital of the subject matter and proposed terms of the Settlement, provides Settlement Class Members with details regarding how to make a claim or request exclusion from or to object to the Settlement Agreement, and is hereby approved.

11. Administration. The Court provisionally appoints Kroll Settlement Administration, LLC as the Settlement Administrator for the limited and sole purpose of causing the Class Notice to be distributed to the Settlement Class and published, pursuant to the Notice Program in the Settlement Agreement, subject to the oversight of the Parties and this Court as described in the Settlement Agreement. Costs of Class Notice including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund.

12. Findings and Conclusions Concerning Notice. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement constitute reasonable notice of the Settlement of the Litigation to the Settlement Class. Specifically, the Notice is clear and straightforward. It defines the Settlement Class; clearly describes the options available to Class Members and the deadlines for taking action; describes the essential terms of the Settlement, including a description of the

subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the Class would receive; discloses the requested Service Awards for the Class Representatives, as well as the amount that Class Counsel intends to seek in fees, costs, and expenses; describes the date, time, and place of the Final Fairness Hearing; and prominently displays the address and phone number of Class Counsel and the Settlement Administrator to make further inquiry about the Settlement. Finally, direct mailing or emailing, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes the Notice Plan meets all applicable requirements of law and Due Process under the U.S. and Ohio Constitutions and is hereby approved. Non-material modifications to the exhibits may be made without further order of the Court.

The Settlement Administrator is directed to carry out the Notice Plan in conformance with the Settlement Agreement. Within thirty (30) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated, as agreed upon by Counsel and approved by the Court. The notice will be provided primarily via e-mail to Settlement Class Members whose personal e-mail addresses are known, and direct mail where necessary (e.g., where no email address is provided; where email notice is returned as undeliverable; or where email is delivered but unopened). The Parties shall instruct the Settlement Administrator to send reminder notices to Settlement Class Members as provided in Paragraph 77 of the Settlement Agreement or in a manner ordered by the Court.

13. Exclusion from the Class. Any Settlement Class Member who wishes to be excluded from the Settlement Class must timely complete, personally sign, and submit a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be

effective, an Opt-Out Request must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class and be postmarked no later than sixty (60) days after the Notice Date. All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment thereon. Within fourteen (14) days after the Opt Out Deadline, the Settlement Administrator shall furnish the Settlement Class Counsel and Defendant's Counsel a complete list of all timely and valid Opt Out Requests.

14. Objections and Appearances. Any Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Class Member does not enter an appearance, they will be represented by Class Counsel. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Attorneys' Fee Award and Costs, or to appear at the Final Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Attorneys' Fee Award and Costs should not be granted, may do so, but must proceed as set forth in this paragraph. No Class Member or other

person will be heard on such matters unless they have filed in this Action, and served concurrently on Class Counsel and Defendant's Counsel, the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within sixty (60) calendar days after the Notice Date.

A written objection must include (i) the case name and number; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (iv) the identity of and contact information for any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous 5 years; and (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Any Settlement Class Member who fails to timely file and serve an objection and notice shall not be treated as having filed a valid objection to the Settlement, and shall forever be barred from raising any objection to the Settlement.

15. Claims Process and Settlement Administration. Class Representatives and Defendant have created a process for assessing and determining the validity of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit

under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in the Settlement Agreement, and the Final Order and Judgment.

16. Termination of Settlement. The Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

17. Use of Order. This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this 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 claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

18. Final Approval Briefing. All opening briefs and supporting documents in support of a request for final approval of the Settlement and Settlement Benefits must be filed and served at least ten (10) days prior to the Fairness Hearing. All briefing and supporting documents in support

of an application for attorneys' fees and costs and Service Awards must be filed fourteen (14) days prior to the Objection Deadline.

19. Reasonable Procedures. Class Counsel and Defense Counsel are hereby authorized to use all reasonable procedures in connection with approval of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement.

20. Extension of Deadlines. Upon application of the Parties and good cause shown, the deadlines set forth in this Order may be extended by order of the Court, without further notice to the Class. The Court reserves the right to adjourn or continue the Final Fairness Hearing, and/or to extend the deadlines set forth in this Order, without further notice of any kind to the Class.

21. Summary of Deadlines. The preliminary approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to, the following:

Grant of Preliminary Approval	
TCH provides the Settlement Class List to the Settlement Administrator	+7 days after Preliminary Approval
TCH to fund \$350,000 into the Settlement Fund	+21 days after Preliminary Approval
Notice Date	+30 days after Preliminary Approval
The Fee and Expenses Application	+46 days after Notice Date
Objection Deadline	+60 days after Notice Date
Opt-Out Deadline	+60 days after Notice Date
Reminder Notice	+60 days after Notice Date
Settlement Administrator Provides Notice of Opt-Outs and/or Objections	+74 days after Notice Date
Claim Deadline	+90 days after Notice Date
Final Approval Hearing	
	(at least +80 days after Notice Date)
Motion for Final Approval	No later than 10 days before the Final Approval Hearing Date.

IT IS SO ORDERED this _____ day of _____, 2025.

Hon. Christian A. Jenkins, Judge
Hamilton County Court of Common Pleas