

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

**SHARON KLEPPER, SHELBY D.
FRANKLIN, CHERI RAMEY, JANA
HARRISON, and DEBRA EVERETT**, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

MEDQ, INC.,

Defendant.

Case No.: CJ-2025-6048

Judge: Dishman

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into between Plaintiffs Sharon Klepper, Shelby D. Franklin, Cheri Ramey, Jana Harrison, and Debra Everett, individually and on behalf of the Settlement Class, and Defendant MedQ, Inc., as of the date last signed below. ¹ The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. BACKGROUND

1. Defendant provides radiology software to healthcare entities.
2. On or about December 26, 2023, Defendant discovered unauthorized activity on its computer systems. Based on a subsequent forensic investigation, Defendant determined that the Private Information of approximately 54,229 individuals may have been compromised, accessed, and/or exfiltrated by an unauthorized party during the Data Incident.
3. Following the Data Incident, beginning on February 28, 2024, Defendant was

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

named as a defendant in multiple federal court class action lawsuits, all related to the Data Incident, and alleging similar claims on behalf of overlapping putative classes. Plaintiffs filed a motion to consolidate the actions, which was granted on April 11, 2024.

4. On May 13, 2024, Plaintiffs filed a consolidated Complaint. Defendant filed a motion to dismiss on July 12, 2024, Plaintiffs filed a response in opposition on August 12, 2024, and Defendant filed a reply on September 11, 2024.

5. During the motion to dismiss briefing, the Parties decided to explore early resolution of the action and scheduled a mediation for December 20, 2024.

6. On October 22, 2024, the Parties filed a motion to stay the action pending the outcome of the mediation. The federal court granted the stay on November 5, 2024.

7. In advance of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible in advance of mediation, and Defendant provided certain information in response to facilitate the mediation. The Parties also exchanged detailed mediation briefs outlining their positions with respect to jurisdiction, liability, damages, and other settlement-related issues. However, an agreement was not reached at the December 20, 2024, mediation.

8. On January 24, 2025, the Court held a telephonic status conference at which the Parties agreed to hold a second mediation, this time with experienced class action mediator Jill Sperber of Judicate West.

9. The Parties held the second mediation on April 25, 2025, and after a full day of negotiation, the Parties subsequently agreed upon the material terms of this Settlement to resolve all claims on a classwide basis.

10. The settlement discussions were arms-length and contested and resulted in an agreement to settle the Action on a classwide basis.

11. On August 25, 2025, Plaintiffs filed a Class Action Petition in this Action in this Court.

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

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

II. DEFINITIONS

13. “**Action**” means the above-captioned action, *Klepper, et al. v. MedQ, Inc.*, No. CJ-2025-6048 (Dist. Ct. Okla. Cty. Okla.).
14. “**Alternative Cash Payment**” means a cash payment received by a Settlement Class Member in lieu of payment for Lost Time or Documented Losses.
15. “**Cash Payment for Documented Losses**” means a payment for an approved Documented Loss Claim that Settlement Class Members may seek as a Settlement Class Member Benefit, subject to approval by the Settlement Administrator.
16. “**Cash Payment for Lost Time**” means a payment for Lost Time that Settlement Class Members may seek as a Settlement Class Member Benefit, for time spent addressing and/or responding to the Data Breach up to three (3) hours at a rate of \$30.00 per hour, supported by an attestation under oath that they actually spent the time claimed for that purpose.
17. “**Claimant**” means a Settlement Class Member who submits a Claim Form.
18. “**Claim Form**” means the selection of Settlement Class Member Benefits, proof of claim for Documented Losses, and attestation for Lost Time, substantially in the form attached hereto as **Exhibit 3**, which may be modified as necessary subject to the Parties’ approval.
19. “**Claim Form Deadline**” means the last day of the Claims Period, as defined below.
20. “**Claims Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends sixty (60) days thereafter, and means the period in which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for Settlement Class Member Benefits.
21. “**Claim Process**” means the process by which Settlement Class Members submit

Claims to the Settlement Administrator for the recovery of Settlement Class Member Benefits.

22. “**Class Counsel**” means the following: William B. Federman of Federman & Sherwood.

23. “**Class List**” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator by Defendant for Notice. The Class List shall include the Settlement Class Members’ names, email addresses (if maintained by Defendant) and postal addresses (if maintained by Defendant).

24. “**Class Representatives**” means those Plaintiffs who sign this Agreement.

25. “**Complaint**” means the Consolidated Class Action Complaint filed in *In re medQ, Inc. Data Breach Litigation*, No. 4:24-cv-00176 (E.D. Tex.) (ECF No. 14) on May 13, 2024.

26. “**Court**” means the District Court of Oklahoma County, Oklahoma and the Judge(s) assigned to the Action.

27. “**Credit Monitoring**” means two (2) years of three-bureau credit monitoring offered by CyEx that Settlement Class Members may elect as part of their Settlement Class Member Benefits.

28. “**Data Incident**” means the ransomware attack perpetrated on MedQ, Inc. and discovered by MedQ, Inc. on or about December 28, 2023.

29. “**Defendant**” means MedQ, Inc., the defendant in the Action.

30. “**Defendant’s Counsel**” means Matthew Pearson of Womble Bond Dickinson (US) LLP.

31. “**Documented Loss**” refers to documented, monetary losses incurred by a Settlement Class Member, and which specifically involve (a) an actual, documented, and unreimbursed monetary expense or loss; (b) that was more likely than not caused by the Data

Breach; and (c) where the claimant made reasonable efforts to avoid or seek reimbursement for, the loss. Documented Loss must be supported by Reasonable Documentation that a Settlement Class Member actually incurred unreimbursed losses and/or out-of-pocket expenses and are subject to review and approval by the Settlement Administrator.

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

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

34. **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Incentive Awards.

35. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as **Exhibit 5**. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. Final Approval Order also includes the orders, which may be entered separately, determining the amount of fees and costs awarded to Class Counsel, or Incentive Awards to Class Representatives.

36. **“Business Improvements”** means Defendant’s commitment to maintain and/or

adopt a series of enhanced security measures as detailed in Section IV herein.

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

38. **“Lost Time”** means time spent by a Settlement Class Member responding to receipt of the notice of Data Incident, including taking steps to protect himself or herself.

39. **“Motion for Attorneys’ Fees, Costs, and Incentive Awards”** means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Class Counsel’s attorneys’ fees and reimbursement for costs, and Incentive Awards for the Class Representatives.

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

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

42. **“Notice”** means the Postcard Notice (**Exhibit 1**) and Long Form Notice (**Exhibit 2**) that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. **“Notice Date”** means the date by which Postcard Notice shall be mailed by the Settlement Administrator and the Settlement Website shall go live, and on which the Settlement Class Member toll-free telephone line shall go live. The Notice Date shall be thirty (30) days after the entry of the Preliminary Approval Order.

44. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along

with the Settlement Website and the Settlement Class Member toll-free telephone line.

45. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim for a Cash Payment for Documented Losses.

46. “**Objection Period**” means forty-five (45) days after the Notice Date.

47. “**Opt-Out Period**” means forty-five (45) days after the Notice Date.

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

49. “**Private Information**” means some combination of Settlement Class Members’ names, Social Security numbers, driver’s license numbers, dates of birth, health information, subscriber ID numbers, diagnoses, lab results, medications, other treatment information, health insurance and claim information, provider names, and dates of treatment.

50. “**Plaintiffs**” means Sharon Klepper, Shelby D. Franklin, Cheri Ramey, Jana Harrison, and Debra Everett.

51. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as **Exhibit 1**, that the Settlement Administrator shall disseminate to Settlement Class Members by mail only for those Settlement Class Members for which an email address is not provided by Defendant.

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

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

54. **“Reasonable Documentation”** means documentation supporting a claim for Documented Loss, including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

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

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

57. **“Released Parties”** means Defendant, MedQ, Inc., and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

58. **“Releasing Parties”** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates,

administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

59. **“Incentive Awards”** means the payments the Court may award the Plaintiffs who sign this Agreement for serving as Class Representatives.

60. **“Settlement Administrator”** means Simpluris, Inc.

61. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

62. **“Settlement Agreement”** or **“Settlement”** or **“Agreement”** means this Settlement Agreement and Release between Plaintiffs’ and Defendant.

63. **“Settlement Class”** means all persons residing in the United States who received a Notice of Data Incident letter from Defendant. Excluded from the Settlement Class are (a) all persons who are employees, directors, officers, and agents of Defendant, or its respective subsidiaries and affiliated companies; (b) governmental entities; and (c) the Judge(s) assigned to the Action and their immediate family, and Court staff.

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

65. **“Settlement Class Member Benefit”** means the Settlement Class benefits under the Settlement including the Credit Monitoring, Cash Payment of Documented Losses, Cash Payment for Lost Time, and Alternative Cash Payment.

66. **“Settlement Website”** means the website the Settlement Administrator will establish on or before the Notice Date as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final

Approval, Application for Attorneys' Fees, Costs, and Incentive Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. CERTIFICATION OF THE SETTLEMENT CLASS

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

certification of any class in the Action in such event.

IV. SETTLEMENT CONSIDERATION

69. Credit Monitoring

All Settlement Class Members are eligible to submit a claim for two (2) years credit monitoring offered by CyEx with the three (3) major credit bureaus (Experian, Equifax, and TransUnion). The Credit Monitoring will include (at least): (i) real time monitoring of the credit file at all three bureaus; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) comprehensive public record monitoring; (iv) identity theft insurance (no deductible); and (v) access to fraud resolution agents to help investigate and resolve instances of identity theft.

70. Cash Payment for Documented Losses

All Settlement Class Members are eligible to submit a claim for a Cash Payment for Documented Losses for a maximum of \$5,000.00 per Settlement Class Member upon presentment of Reasonable Documentation of Documented Losses related to the Data Incident. This shall include, without limitation and by way of example, unreimbursed losses relating to fraud or identity theft; costs associated with freezing or unfreezing credit with any credit reporting agency; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges; if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of the Data Incident. To receive payment for Documented Losses, a Settlement Class Member complete and submit a Claim Form and include Reasonable Documentation in support of the Claim Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute Reasonable Documentation but may be

included to provide clarification, context, or support for other submitted Reasonable Documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit Reasonable Documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected.

71. Cash Payment for Lost Time

Settlement Class Members who spent time addressing and/or responding to the Data Incident shall be entitled to make a claim for such time up to three (3) hours at \$30.00 per hour (for a total of \$90.00). Every Settlement Class Member who makes such a claim shall attest, under oath, that they actually spent the time claimed addressing and/or responding to the Data Incident.

72. Alternative Cash Payment

Instead of selecting a Cash Payment for Documented Losses and/or a Cash Payment for Lost Time, a Settlement Class Member may elect to receive an Alternative Cash Payment, which is a flat payment in the amount of \$50.00

73. Settlement Administration Costs

Defendant shall be solely responsible for the payment of all Settlement Administration Costs, which are estimated to be no more than \$100,000.00. Defendant shall pay the Settlement Administration Costs to the Settlement Administrator within thirty (30) business days of receipt of valid invoices from the Settlement Administrator.

74. Business Improvements

Defendant provided Class Counsel with a "Security Attestation" attesting to the security

enhancements it implemented following the Data Incident. Defendant commits to maintain those security enhancements.

V. SETTLEMENT APPROVAL

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

VI. SETTLEMENT ADMINISTRATOR

76. The Parties agree that, subject to Court approval, Simpluris shall be the Settlement Administrator. Class Counsel shall oversee the Settlement Administrator.

77. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

78. The Settlement Administrator shall administer various aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating

the Notice Program, handling the Claims Process, assessing Claim Forms and determining whether they are supported by Reasonable Documentation, and distributing Cash Payments for Documented Losses, Cash Payments for Lost Time, and Alternative Cash Payments, as well as Credit Monitoring, to those who submit Valid Claims.

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

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, documentation supporting claims for Documented Losses, and attestations supporting Lost Time, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending approved Cash Payments for Documented Losses to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. By the Notice Date, establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line to go live on the Notice Date for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide weekly reports to Class Counsel and Defendant's Counsel that

summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;

j. Collect from Defendant and/or its insurers the cash necessary to pay Settlement Class Member Benefits;

k. Distribute Cash Payments for Documented Losses, Cash Payments for Lost Time, and Alternative Cash Payments, as well as Credit Monitoring, to Settlement Class Members who submit Valid Claims; and

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

**VII. NOTICE TO THE SETTLEMENT CLASS, OPT-OUT PROCEDURES, AND
OBJECTION PROCEDURES**

80. Defendant will make available the Settlement Administrator the Class List no later than five (5) days after entry of the Preliminary Approval Order. To the extent necessary, Defendant

will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

81. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

82. The Postcard Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Incentive Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

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

84. If the Settlement Administrator receives more than 1,000 opt-out requests from the

Settlement Class Members, then Defendant shall have the right to terminate the Settlement Agreement in its entirety.

85. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

86. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Incentive Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded him/herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted on the postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the

shipping date reflected on the shipping label.

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Incentive Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

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

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

88. Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

89. The Notice Program shall be completed in its entirety no later than sixty (60) days before the original date set for the Final Approval Hearing.

VIII. CLAIMS PROCESS AND DISBURSEMENT OF SETTLEMENT CLASS MEMBER BENEFITS

90. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment for Documented Losses, Cash Payment for Lost Time, Alternative Cash Payment, and/or Credit Monitoring, and how to submit a Claim Form.

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

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

93. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form.

The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

95. Claim Forms that do not meet the terms and conditions of this Settlement (including for failure to submit Reasonable Documentation) shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information (including for failure to submit Reasonable Documentation), the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional

information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature, or the submission of additional evidence supporting a claim for Documented Losses. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

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

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

- j. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- k. The Claim Form otherwise does not comply with the requirements of this Settlement.

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

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.

- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

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

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

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

99. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any

eligibility determinations, distributions, or awards made in accordance with this Settlement.

100. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five (5) days of the Effective Date or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth here. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within thirty (30) days of the invoice.

101. No later than seventy-five (75) days after Final Approval or thirty (30) days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

102. Cash Payments for Documented Losses, Cash Payments for Lost Time, and Alternative Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Following Final Approval, the Settlement Administrator will send Settlement Class Members an email to select a form of electronic payment or to receive payment by paper check. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within ninety (90) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

IX. FINAL APPROVAL ORDER AND FINAL JUDGMENT

103. Plaintiffs shall file their Motion for Final Approval of the Settlement and Motion

for Attorneys' Fees, Costs, and Incentive Awards, no later than forty-five (45) days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Motion for Attorneys' Fees, Costs, and Incentive Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the Settlement and/or to the Motion for Attorneys' Fees, Costs, and Incentive Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

104. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Motion for Attorneys' Fees, Costs, and Incentive Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

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

X. ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS

105. *Incentive Awards.* In recognition of the time and effort Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request an Incentive Award for Class Representatives in the amount not to exceed \$1,000.00 each. The Incentive Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Incentive Awards to Class Counsel within twenty (20) business days of Final Approval.

106. *Attorneys' Fees and Costs.* No later than forty-five (45) days before the original date set for the Final Approval Hearing, Plaintiffs will move the Court for an order awarding reasonable attorneys' fees and litigation costs of up to \$350,000.00. Defendant will not oppose Plaintiffs' request for attorneys' fees and costs up to that amount. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs to Class Counsel within thirty (30) business days of the later of: (a) the Effective Date; or (b) the date on which Class Counsel has provided Defendant with all information and documentation reasonably necessary for Defendant to process the payment, including but not limited to wire or other payment instructions, tax identification number(s), and completed Form(s) W-9.

107. The Parties did not discuss the payment of attorneys' fees, costs, or Incentive Awards until after the substantive terms of the Settlement had been agreed upon. Defendant and Class Counsel have agreed to the following.

108. This Settlement is not contingent on approval of the Motion for Attorneys' Fees, Costs, and Incentive Awards, and if the Court denies the request or grants amounts less than what

was requested, the remaining provisions of the Agreement shall remain in force.

XI. RELEASES

109. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Breach that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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

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

110. Settlement Class Members who opt-out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any

Settlement Class Member Benefits, under the Settlement.

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

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

XII. TERMINATION OF SETTLEMENT

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

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. Defendant has not terminated the Agreement pursuant to Paragraph 84 above;
- d. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- e. The Effective Date has occurred.

114. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which

the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

116. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XIII. EFFECT OF TERMINATION

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

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

Agreement had not been negotiated, made, or filed with the Court.

XIV. NO ADMISSION OF LIABILITY

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

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

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

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

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

XV. MISCELLANEOUS PROVISIONS

124. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement,

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

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

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

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

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

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

130. ***No Conflict Intended.*** Any inconsistency between the headings used in this

Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

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

132. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

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

134. **Notices.** All notices provided for herein, shall be sent by email, as follows:

a. If to Plaintiffs or Class Counsel:

William B. Federman
Federman & Sherwood
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
info@federmanlaw.com

- b. If to Defendant or Defendant's Counsel:

Matthew Pearson
Womble Bond Dickinson (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, CA 92618
matthew.pearson@wbd-us.com

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

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

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

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

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

139. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they may hereafter discover facts

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

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

[signature pages follow]

PLAINTIFFS

Sharon Klepper

Sharon Klepper [Aug 8, 2025 12:37:54 CDT]

SHARON KLEPPER

Plaintiff 08/08/2025

Date: _____

SHELBY D. FRANKLIN

Plaintiff

Date: _____

CHERI RAMEY

Plaintiff

Date: _____

JANA HARRISON

Plaintiff

Date: _____

DEBRA EVERETT

Plaintiff

Date: _____

PLAINTIFFS

SHARON KLEPPER

Plaintiff

Date: _____

Signed by:

Shelby Franklin

985FCF84E53F4B5

SHELBY D. FRANKLIN

Plaintiff

Date: 8/5/2025

CHERI RAMEY

Plaintiff

Date: _____

JANA HARRISON

Plaintiff

Date: _____

DEBRA EVERETT

Plaintiff

Date: _____

PLAINTIFFS

SHARON KLEPPER

Plaintiff

Date: _____

SHELBY D. FRANKLIN

Plaintiff

Date: _____

Cheri Ramey

Cheri Ramey, Page 18, 2015-11-20 19:07

CHERI RAMEY

Plaintiff

Date: 28/08/2025

JANA HARRISON

Plaintiff

Date: _____

DEBRA EVERETT

Plaintiff

Date: _____

PLAINTIFFS

SHARON KLEPPER

Plaintiff

Date: _____

SHELBY D. FRANKLIN

Plaintiff

Date: _____

CHERI RAMEY

Plaintiff

Date: _____

JANA HARRISON

Plaintiff

Date: 07/08/2025

DEBRA EVERETT

Plaintiff

Date: _____

PLAINTIFFS

SHARON KLEPPER

Plaintiff

Date: _____

SHELBY D. FRANKLIN

Plaintiff

Date: _____

CHERI RAMEY

Plaintiff

Date: _____

JANA HARRISON

Plaintiff

Date: _____

Signed by:

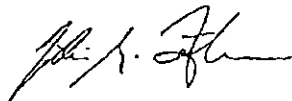


DEBRA EVERETT

Plaintiff

Date: 8/14/2025

CLASS COUNSEL

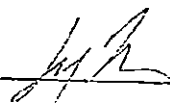


WILLIAM B. FEDERMAN

Class Counsel

Date: 8/1/2025

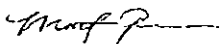
MEDQ, INC.



By: Jeffrey McKee

Its: Director / CEO

MEDQ, INC.'s COUNSEL



By: Matthew D. Pearson

Its: Attorney of Record