

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

IN RE: AMERICAN MEDICAL  
COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY  
BREACH LITIGATION

This Document Relates To:

Labcorp Track

No. 19-md-2904 (JKS)(MAH)

MDL 2904

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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement”), dated March 2, 2026, is made and entered into by and among the following Settling Parties:<sup>1</sup> (i) Defendant Laboratory Corporation of America Holdings (“Labcorp” or “Defendant”); and (ii) Plaintiffs Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach, individually and on behalf of the Settlement Class (collectively, “Plaintiffs”), in the litigation *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Labcorp Track)*: Civil Action No. 19-MD-2904 (D.N.J.) (the “Litigation”). Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

## **I. RECITAL: THE LITIGATION**

Labcorp is a provider of diagnostic testing services for patient care. Labcorp formerly used a company named Retrieval-Masters Creditor’s Bureau, Inc. (d/b/a American Medical Collection Agency (“AMCA”)) to pursue outstanding amounts owed by individuals to whom it had provided services. On May 14, 2019, AMCA notified Labcorp of potentially unauthorized access to certain computer systems between August 2018 and March 2019 (the “Security Incident,” as defined below). Certain information stored in an AMCA computer database was provided by Labcorp to

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<sup>1</sup> All capitalized terms shall have the meaning set forth in the Definitions section below.

AMCA. Various lawsuits alleging negligence, breach of contract, and other claims were filed against Labcorp and other parties related to the Security Incident, which were consolidated into this Litigation.

After six years of hard-fought litigation, the Parties engaged in mediation with the Honorable Diane M. Welsh, U.S.M.J. (ret.) and were able to reach an agreement in principle to resolve this Litigation. The Parties have therefore agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through a trial and likely appeals would require substantial additional risk, uncertainty, discovery, time, and expense for all of the Parties.

## **II. RECITAL: PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING**

Plaintiffs believe the claims asserted in the Litigation, as set forth in the operative Complaint, have merit. Plaintiffs and Plaintiffs' Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Labcorp through continued motion practice, trial, and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Plaintiffs' Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

## **III. RECITAL: DENIAL OF WRONGDOING AND LIABILITY**

Labcorp denies the claims and contentions alleged in the Litigation. Labcorp denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Labcorp further denies that Plaintiffs and the classes they purport to represent have suffered any injury or

damage. Labcorp maintains that any alleged injury or damage was not caused by the Security Incident or any act or omission on the part of Labcorp and that the Litigation does not satisfy the requirements to be certified or tried as a class action under Federal Rule of Civil Procedure 23. Nonetheless, while continuing to deny any wrongdoing or liability for the claims asserted in the Litigation and believing it has strong and meritorious defenses thereto, and without any admission of liability, Labcorp has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Labcorp has considered the uncertainty and risks inherent in any litigation. Labcorp has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

#### **IV. SETTLEMENT TERMS & DEFINITIONS**

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Plaintiffs, individually and on behalf of the Settlement Class, Plaintiffs' Counsel, and Labcorp that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

##### **1. Definitions**

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

1.1. **“Action” or “Litigation”** means *In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Labcorp Track)*: Civil Action No.

19-MD-2904, pending in the United States District Court for the District of New Jersey, which includes all underlying lawsuits filed against Labcorp and consolidated therein and all amendments to the pleadings therein. The Action and this Agreement resolve claims against Labcorp only and do not resolve claims against other defendants in parallel litigation arising out of the Security Incident.

1.2. **“Agreement” or “Settlement Agreement”** means this agreement, exhibits, and the settlement embodied herein.

1.3. **“Attorneys’ Fees and Expenses”** means the attorneys’ fees that Plaintiffs’ Counsel request the Court to approve for payment from the Settlement Fund as compensation for Plaintiffs’ Counsel’s work in prosecuting and settling the Action, and payment of litigation expenses incurred.

1.4. **“Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement, pursuant to the Settlement Benefits Plan.

1.5. **“Claim Form”** means the claim form to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A attached hereto.

1.6. **“Claims Deadline”** means the deadline for Claims submitted pursuant to Paragraphs 10.1(b) through (c) and 10.3 of the Agreement.

1.7. **“Court”** means the United States District Court for the District of New Jersey.

1.8. **“Days”** means calendar days, unless specified otherwise.

1.9. **“Defendant’s Counsel”** means the counsel of record for the Defendant in the Litigation.

1.10. “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 11.1 herein have occurred and been met.

1.11. “**Escrow Account**” means the segregated escrow account maintained by the Escrow Agent into which Defendant shall make payments for the establishment of the Settlement Fund.

1.12. “**Escrow Agent**” means Citibank.

1.13. “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court through entry of the Final Approval Order; (ii) the Court has entered a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.14. “**Final Approval Order**” means an order entered by the Court after the Final Fairness Hearing, which finally approves the Settlement Agreement.

1.15. “**Final Fairness Hearing**” means the hearing the Court will hold to consider the fairness of the settlement as provided by Fed. R. Civ. P. 23(e)(2).

1.16. “**First Amended Complaint**” or “**FAC**” means the latest iteration of Plaintiffs’ Complaint against Labcorp as pending before the Court and filed by Plaintiffs on March 31, 2022 and styled First Amended Consolidated Class Action Complaint: Labcorp.

1.17. **“Judgment”** means a final judgment rendered by the Court, which dismisses Labcorp with prejudice and fully resolves the Litigation without material change to the terms and conditions set forth in the Agreement herein.

1.18. **“Labcorp”** means and includes all employees, directors, officers, shareholders, attorneys, consultants, contractors, affiliates, agents, parent companies, predecessors, successors, subsidiaries, and assigns of Laboratory Corporation of America Holdings, whether specifically named in the Action or not.

1.19. **“Long Form Notice”** means the long form notice of settlement posted on the Settlement Website, attached hereto as Exhibit C.

1.20. **“Medical Shield Pro”** means those monitoring services provided by CyEx pursuant to its Medical Shield Pro product, consistent with Exhibit E.

1.21. **“Net Settlement Fund”** means the monies remaining in the Settlement Fund after the payment of Notice and Settlement Administration Costs, Attorneys’ Fees and Expenses, Service Awards, Tax Expenses, Taxes, and Tax-Related Expenses, and costs for procurement of Medical Shield Pro.

1.22. **“Notice and Settlement Administration Costs”** means all costs incurred or charged by the Settlement Administrator in connection with providing notice to Settlement Class Members and administering the settlement, including all settlement benefits.

1.23. **“Notice Date”** means forty-five (45) days after entry of the Preliminary Approval Order.

1.24. **“Objection Date”** means the date by which Settlement Class Member objections must be received by the Settlement Administrator, or in the alternative, filed with the Court.

1.25. **“Opt-Out Date”** means the date by which Settlement Class Members must mail or otherwise submit their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. To the extent there is no postmark date, the date of mailing shall be deemed three days prior to receipt of the request for exclusion.

1.26. **“Out-of-Pocket Losses”** means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Security Incident, and that have not already been reimbursed by a third party, as set forth in the Settlement Benefits Plan. Out-of-Pocket Losses may include bank fees, postage, copying, mileage, telephone charges, and notary charges, and costs incurred as a result of purchasing credit monitoring or other identity theft insurance services, between August 1, 2018 and the Claims Deadline.

1.27. **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents, and assignees.

1.28. **“Personal Information”** means names, dates of birth, Social Security numbers, addresses, credit card information, bank information, or medical provider-related information that Plaintiffs contend could potentially have been accessed without authorization as a result of the Security Incident.

1.29. **“Plaintiffs’ Counsel”** means: Attorneys James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C. (“Lead Class Counsel”); Linda P. Nussbaum of Nussbaum Law Group, P.C.; and Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP.

1.30. “**Preliminary Approval Order**” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class, substantially in the form as shown in Exhibit F attached hereto.

1.31. “**Related Entities**” means each of Labcorp’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, directors, officers, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads *nolo contendere* to any such charge.

1.32. “**Released Claims**” shall collectively mean all claims against Labcorp and its current, former, and future affiliates, parents, subsidiaries, customers, representatives, officers, agents, directors, employees, insurers, successors, assigns, and attorneys. “Released Claims” shall include any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown, existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Security Incident, the facts alleged in the FAC or any prior complaints, Labcorp’s information security policies and practices, or Labcorp’s transmission of information to third party vendors, regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law.

1.33. **“Released Parties”** means Labcorp, its Related Entities, and each and every one of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, members, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of their predecessors, successors, officers, directors, employees, advisors, vendors, customers, shareholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees, and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

1.34. **“Security Incident”** means the cybersecurity incident reported by AMCA as affecting its computer systems between approximately August 1, 2018 and March 30, 2019.

1.35. **“Service Awards”** means the awards, if any, awarded by the Court for named Plaintiffs’ institution, prosecution, and substantial participation in the Litigation to be paid from the Settlement Fund.

1.36. **“Settlement Administration”** means the work of disseminating the Long Form and Short Form Notices, processing Claims under the Settlement Benefits Plan, and other administrative work performed by the Settlement Administrator related to this Agreement.

1.37. **“Settlement Administrator”** means an independent settlement administrator mutually agreed to by the Settling Parties and approved by the Court.

1.38. **“Settlement Benefits Plan”** means the plan for processing Claims for and distributing settlement benefits to Settlement Class Members, which shall be presented by Plaintiffs’ Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order, attached hereto as Exhibit D.

1.39. **“Settlement Class”** means all individuals for whom Labcorp transmitted personal information to Retrieval-Masters Creditor’s Bureau, Inc. d/b/a American Medical Collection

Agency (“AMCA”), and whose information was contained in the computer systems implicated by the cybersecurity incident at AMCA that occurred between approximately August 2018 and March 2019. The Settlement Class specifically excludes: (i) Labcorp and its officers and directors; (ii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

1.40. “**Settlement Class Data**” means data regarding Settlement Class Members to be provided to the Settlement Administrator containing the full names and current or last known addresses for Settlement Class Members, subject to the Settlement Administrator signing any Business Associate Agreement requested by Labcorp or Plaintiffs.

1.41. “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class, or their respective successors or assigns, who do not timely and validly request exclusion from the Settlement Class.

1.42. “**Settlement Class Notice**” means the Long Form Notice and Short Form Notice, including dissemination via electronic email.

1.43. “**Settlement Class Representatives**” means and includes each of the following individuals named Plaintiffs in the FAC: Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach.

1.44. **“Settlement Fund”** means a non-reversionary cash settlement fund for the benefit of Settlement Class Members that Labcorp has agreed to pay or caused to be paid, subject to the terms and conditions set forth herein, in the amount of Thirty-Five Million Dollars and No Cents (\$35,000,000.00). The “Settlement Fund” constitutes the total financial obligation of Labcorp related to the Agreement and from which all payments and financial obligations contemplated by the Parties hereunder shall be paid without any further financial obligation of any kind on the part of Labcorp, including but not limited to settlement benefits to Settlement Class Members, Notice and Settlement Administration Costs, Taxes, Tax Expenses, Tax-Related Expenses, any Attorneys’ Fees and Expenses, and any Service Awards.

1.45. **“Settlement Website”** means a website created by the Settlement Administrator, the URL for which is to be mutually selected by the Settling Parties, that will inform the Settlement Class of the terms of this Settlement Agreement, their rights, dates, and deadlines and related information, as well as provide Settlement Class Members with the ability to submit a Claim online.

1.46. **“Settling Parties”** means, collectively, Labcorp and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.47. **“Short Form Notice”** means the short form notice of the proposed class action settlement, substantially in the form as shown in Exhibit B attached hereto. The Short Form Notice will inform Settlement Class Members of, among other things, the Settlement Website, the Claims Deadline, the Opt-Out and Objection Dates, and the scheduled date of the Final Fairness Hearing.

1.48. **“Tax Expenses”** means expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) tax returns.

1.49. **“Taxes and Tax-Related Expenses”** means: (a) 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 with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant or its counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (b) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (c) any and all expenses and liabilities incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

1.50. **“Unknown Claims”** means any of the Released Claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs and Settlement Class Members intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542 (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code § 1542), which provides:

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

Plaintiffs and Settlement Class Members may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and Settlement Class Members expressly shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. The Settlement Fund**

2.1 Labcorp will fund or cause to be funded a non-reversionary Settlement Fund in the amount of \$35 million to be administered by the Settlement Administrator. The Settlement Fund will be funded in two installments: (i) \$1,000,000 thirty (30) days following entry of preliminary approval by the Court; and (ii) the remaining \$34,000,000 forty-five (45) days following entry of the Final Approval Order and Judgment. Aside from payment of the Settlement Fund, Labcorp will not have any other financial obligation under the settlement, and under no circumstances will Labcorp be responsible for or have any liability associated with taxes related to the Settlement Fund.

2.2 The Settlement Fund shall be used to fund the following: (i) all Notice and Settlement Administration Costs; (ii) any Court-awarded Attorneys' Fees and Expenses and Service Awards; (iii) any Taxes, Tax Expenses, and Tax-Related Expenses related to the Settlement Fund; and (iv) all other benefits to the Settlement Class. Any amount remaining in the Settlement Fund after payment of all of the above shall be paid as set forth in the Settlement Benefits Plan and as approved by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

2.3 The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement

Agreement is terminated or if approval is reversed on appeal, as described in Paragraphs 11.2, 11.3, and 11.4.

2.4 Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Claims against Defendant, as more fully described in the Settlement Agreement and Notice.

2.5 The Parties agree that the Escrow Account containing the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendant and Defendant’s Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund. Further, the Settlement Administrator, within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of

the Settlement Fund and the Escrow Agent shall pay from the Settlement Fund any taxes and tax-related expenses owed with respect to 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. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

2.6 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 is returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraphs 11.2, 11.3, and 11.4.

2.7 Taxes, Tax Expenses, and Tax-Related Expenses relating to the Settlement Fund shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for Taxes, Tax Expenses, 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 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 or derived from or made pursuant to the Settlement Fund. Each 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 in connection with his, her or its benefits under this settlement.

**3. Notice and Settlement Administration**

3.1 All Notice and Settlement Administration Costs, including, without limitation, all fees and expenses of the Settlement Administrator, shall be paid from the Settlement Fund.

3.2 Within five (5) days after entry of the Preliminary Approval Order, the Settlement Administrator will be provided the Settlement Class Data that include(s) the full names and current or last known mailing addresses for each individual in the Settlement Class, to the extent reasonably available. The Parties agree that, to the extent email addresses are available for any Settlement Class Members, email notice is the best notice practicable under the circumstances under Fed. R. Civ. P. 23(c)(2)(B).

3.3 The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement. At least one of Plaintiffs' counsel and counsel for Labcorp shall be included on all substantive communications with the Settlement Administrator concerning the form and content of Settlement Class Notice whether written or oral. The Settlement Administrator also must consult with Plaintiffs' counsel and counsel for Labcorp on material decisions regarding claims administration.

3.4 The Parties, Plaintiffs' Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers 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; (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; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax-Related Expenses from the Settlement Fund.

3.5 The Settlement Administrator shall indemnify and hold harmless the Parties, Plaintiffs' Counsel, Defendant's Counsel, and Defendant's insurers and reinsurers for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Settlement Benefits Plan and the administration of the Settlement Agreement; (ii) the management, investment or distribution of the Settlement Fund; (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; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes or Tax- Related Expenses from the Settlement Fund.

#### **4. Opt-Out Procedures**

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Person's intent to opt-out of the Settlement Class and must include the name of the proceeding, the individual's full name, current address, telephone number, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement. So-called "mass" or "class" opt-outs shall not be allowed, as set forth in Paragraph 4.4 below. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in Paragraph 4.1 above, referred to herein as an "Opt-Out" or Opt-Outs," shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Settlement Class Members (Persons falling within the definition of the Settlement Class who do not Opt-Out of the Settlement Class in the manner set forth in Paragraph 4.1 above) shall be

bound by the terms of this Settlement Agreement and Final Approval Order and Judgment entered thereon.

4.3 The Notice must clearly state that any Settlement Class Member who does not file a timely Opt-Out request in accordance with this Section will lose the opportunity to exclude himself or herself from the Settlement Agreement and will be bound by the Settlement Agreement.

4.4 No Person shall exercise any exclusion rights of any other person, or (a) Opt-Out individuals as a group, in the aggregate, or as a class involving more than one Person; or (b) Opt-Out more than one Person on a single notice, or as an agent or representative. Any such purported Opt-Out requests shall be void, and the Person(s) who is or are the subject of such purported Opt-Out requests shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Releases contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Opt-Out request.

4.5 Within seven (7) days after the deadline for Opt-Outs as set forth in this Section and as approved by the Court, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid Opt-Outs. If a Person submits both a Claim and an Opt-Out, the Settlement Administrator will advise such Person via email, unless there is no email address for the Person, in which case the notification shall be via mail, and request that the Person withdraw either the Claim or the Opt-Out. If such Person does not withdraw the Claim or Opt-Out within seven (7) days, the Person will be deemed to have waived and withdrawn the Opt-Out and shall be treated as a Settlement Class Member for all purposes.

4.6 The Parties and their respective counsel agree that they will make no effort to suggest, solicit, facilitate, or otherwise encourage a Person to Opt-Out of the Settlement Class.

## 5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and email address; (ii) the case name and docket number: *In re American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (JKS) (MAH) (D.N.J.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) the identity of all class action cases in which the objector or his or her counsel has objected; (vii) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (viii) the objector's personal signature. To be timely, written notice of an objection in the appropriate form must be received, no later than sixty (60) days after the Notice Date, by the Settlement Administrator at the Post Office box designated in the Long Form Notice. The objector or his or her counsel may also file their objection with the Court through the Court's ECF system, with service on Plaintiffs' Counsel and Defendant's Counsel, to be made through the ECF system. For all objections mailed to Settlement Administrator, Plaintiffs' Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

5.2 The Notice must set forth the time and place of the Final Fairness Hearing scheduled by the Court that the objector may choose to attend, and notify any objector that he or she may be required to appear for deposition regarding the grounds for their objection and must provide along with their objection the dates when the objector will be available to be deposed

during the period from when the objection is filed through the date five (5) days before the Final Fairness Hearing. The Notice will also state that any Settlement Class Member who does not file a timely and valid objection in accordance with this Section waives the right to object or to be heard at the Final Fairness Hearing and shall be forever barred from making any objection to the Settlement.

5.3 Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval Order, or the Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

## **6. Settlement Class Certification**

6.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class under Fed. R. Civ. P. 23(b)(3). If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement or otherwise, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which

all of their rights are specifically preserved. Defendant reserves the right to contest class certification for all other purposes.

6.2 The Parties acknowledge that there has been no stipulation or agreement as to the class or certification for any purpose other than effectuating the settlement, and that if the Effective Date, for whatever reason, fails to occur, any stipulation or agreement as to the class or certification becomes null and void *ab initio*; this Settlement Agreement or any other settlement-related statement shall not be cited in support of an argument for certifying any class for any purpose related to this Action or any other proceeding; and any orders preliminarily or finally approving the certification of any class contemplated by the Settlement Agreement 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.

## **7. Releases**

7.1 As of the Effective Date, all Settlement Class Members, including the Settlement Class Representatives, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, successors, representatives, and any other Person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against Released Parties.

7.2 The Released Claims include the release of Unknown Claims. Upon the Effective Date, Plaintiffs and the Settlement Class Members shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

7.3 Upon the Effective Date, Plaintiffs and the Settlement Class Members shall be enjoined from prosecuting any claim they have released in the preceding Paragraphs in any proceeding against any of the Released Parties 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. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

7.4 Upon the Effective Date, Labcorp shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses Labcorp may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

**8. Plaintiffs' Counsel's Attorneys' Fees and Expenses and Service Award Payments to Plaintiffs**

8.1 The Parties have agreed that, as part of the settlement, the Court shall determine the amount of any award of Attorneys' Fees and Expenses to be paid from the Settlement Fund.

8.2 Plaintiffs' Counsel shall submit a motion to the Court requesting an award of attorneys' fees not to exceed thirty-four percent (34%) of the Settlement Fund, plus accrued interest thereon, plus payment of Plaintiffs' Counsel's incurred litigation expenses no later than 90

days after issuance of the Preliminary Approval Order (15 days before the Objection and Opt-Out Dates).

8.3 Any Attorneys' Fees and Expenses awarded by the Court ("Fee Award") shall be paid from the Settlement Fund to Plaintiffs' Counsel as follows:

(a) Fifty percent (50%) of the Fee Award will be paid within sixty (60) days after entry of the Final Approval Order and Judgment.

(b) If no appeal is timely filed from the Final Approval Order and Judgment or the Fee Award, then the remaining fifty percent (50%) of the Fee Award will be paid within sixty (60) days of entry of the Final Approval Order and Judgment and the Fee Award. If, however, an appeal is timely filed from either the Final Approval Order and Judgment or the Fee Award, then the remaining fifty percent (50%) of the Fee Award will be paid within thirty (30) days after the Effective Date.

8.4 To the extent applicable, and unless otherwise ordered by the Court, Plaintiffs' Lead Class Counsel shall have the sole and absolute discretion to allocate any Attorneys' Fees and Expenses awarded by the Court amongst Plaintiffs' Counsel and any other attorneys for Plaintiffs. Labcorp and its insurers and reinsurers shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

8.5 Plaintiffs may move the Court for Service Award payments in an amount up to \$5,000.00 to each individual Plaintiff in light of Plaintiffs' institution, prosecution, and substantial participation in the Litigation to be paid from the Settlement Fund. If the Court awards less than Plaintiffs' request in service awards or attorneys' fees and expenses, the difference will remain in the Settlement Fund to be used for the benefit of the Settlement Class Members. Service Awards ordered by the Court shall be paid within twenty (20) days of the Effective Date of the Settlement.

8.6 In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees and costs and expenses and/or 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 attorneys' fees and costs and/or service awards shall constitute grounds for termination of this Agreement or impact the finality or effectiveness of this Agreement.

8.7 Except for any Attorneys' Fees or Expenses paid out of the Settlement Fund as set forth herein and approved by the Court, Plaintiffs and Settlement Class Members shall be responsible for their own attorneys' fees and all expenses and costs associated with the Action. Labcorp and its insurers and reinsurers shall have no liability or responsibility for any such attorneys' fees and costs beyond those paid out of the Settlement Fund.

8.8 In the event the Effective Date does not occur, or the Fee Award is reversed or modified, or the Settlement is canceled or terminated for any other reason, and such reversal, modification, cancellation, or termination becomes final and not subject to review, and in the event the Fee Award has been paid to any extent, then Plaintiffs' counsel who received any part of the Fee Award shall be obligated, within ten (10) days of receiving notice from Labcorp, Defendant's counsel, or a court of appropriate jurisdiction, to refund all fees and expenses paid to them, including interest. As a condition of receiving any of the Fee Award, each Plaintiffs' counsel's law firm, on behalf of itself and each partner and/or shareholder, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for purposes of enforcing this provision, and each are jointly and severally liable and responsible for any required repayment. Plaintiffs' counsel further stipulate, warrant, and represent, that they have both the actual and

apparent authority to enter into this provision on behalf of the law firms. In the event Plaintiffs' counsel and/or their law firms fail to repay any amounts that are owed pursuant to this provision, the Court may issue orders, including but not limited to judgments and attachment orders, and make appropriate findings for sanctions for contempt of Court.

## **9. Preliminary Approval Order**

9.1 Plaintiffs' Counsel will file a motion for preliminary approval of the settlement with the Court, attaching as an exhibit this Settlement Agreement and requesting entry of the proposed Preliminary Approval Order (Exhibit F), including the timeline provided therein, requesting, *inter alia*:

(a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 6.1;

(b) preliminary approval of the Settlement Agreement, including the Releases, as set forth herein;

(c) appointment of Plaintiffs' Counsel to represent the Settlement Class;

(d) appointment of Plaintiffs as Settlement Class Representatives;

(e) approval of the Short Form Notice to be mailed to the Settlement Class;

(f) approval of the Long Form Notice to be posted on the Settlement Website,

which, together with the Short Form Notice, shall include a fair summary of the Parties' respective positions, statements that the Persons in the Settlement Class are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for making Claims to the extent contemplated herein, and the date, time, and place of the Final Fairness Hearing;

(g) approval of the Claim Form to be used by Settlement Class Members to make a Claim;

(h) preliminary approval of the notice plan and the Settlement Benefits Plan;

(i) appointment of Kroll Settlement Administration as the Settlement Administrator; and

(j) appointment of Citibank as Escrow Agent.

#### **10. Settlement Administration and Settlement Class Notice**

10.1 Notice shall be provided to the Settlement Class by the Settlement Administrator as follows:

(a) No later than five (5) days after entry of the Preliminary Approval Order, the Settlement Administrator shall be provided with the Settlement Class Data, as set forth in Paragraph 3.2. The Settlement Class Data shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Settlement Class Data;

(b) Prior to the dissemination of Notice, the Settlement Administrator shall establish the Settlement Website that will inform the Settlement Class of the terms of this Settlement Agreement, their rights, applicable dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and available for download, at least the following documents: (i) the Short Form Notice; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; (vi) Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards and (vii) any

other materials agreed upon by the Parties or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall not include any advertising and be deactivated thirty (30) days following distribution of all settlement benefits pursuant to the Settlement Benefits Plan;

(c) Short Form Notice: Within forty-five (45) days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide the Short Form Notice to the Settlement Class via email, or via mail where no email address is reasonably available. Before any emailing or mailing under this Paragraph occurs, the Settlement Administrator shall run the postal addresses from the Settlement Class Data through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

(d) In the event that a Short Form Notice is returned to the Settlement Administrator, either by bounce back of the email or by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;

(e) In the event that subsequent to the first emailing or mailing of a Short Form Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by bounce back of the email or by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement

Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing;

(f) Publishing, on or before the Notice Date, the Claim Form, Long Form Notice, and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the period during which Claims can be submitted;

(g) A toll-free help line with an IVR system and live agents shall be made available to provide the Settlement Class with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and

(h) Contemporaneously with seeking Final Approval of the Settlement, Plaintiffs' Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

10.2 The Settlement Administrator, on behalf of Labcorp, may timely serve notice of the settlement to the extent required by CAFA, 28 U.S.C. § 1715. Any and all costs and fees related to any notice of the settlement required by CAFA shall be paid by Labcorp.

10.3 The Settlement Administrator shall administer and process the Claims submitted by Settlement Class Members pursuant to the Settlement Benefits Plan. The Settlement Administrator shall provide Plaintiffs' Counsel and Defendant's Counsel with reports as to both

Claims and benefits distribution, and Plaintiffs' Counsel and Defendant's Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is valid shall be binding, subject to the process set forth in the Settlement Benefits Plan. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

10.4 All Settlement Class Members who fail to timely submit a Claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, Labcorp, Plaintiffs' Counsel, Plaintiffs, Defendant's Counsel, or Labcorp's insurers and/or reinsurers based on distributions of benefits to Settlement Class Members as provided for herein.

**11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- (a) the Court has entered the Preliminary Approval Order as set forth by Paragraph 9.1;
- (b) the Court has entered the Final Approval Order and Judgment;
- (c) the Judgment has become Final and no longer subject to appeal, as defined in Paragraph 1.13;

11.2 If all conditions specified in Paragraph 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Paragraph 11.4 unless Plaintiffs' Counsel and Labcorp's Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 In addition, Defendant shall have the right to terminate the Settlement Agreement, subject to Paragraph 11.4, if more than a certain number of Persons timely submit requests to Opt-Out of the settlement, which is set forth in the confidential Attachment A hereto.

11.4 In the event that the Settlement Agreement, the Exhibits attached hereto, or the releases set forth in Paragraphs 7.1 through 7.4 above are not approved or are materially modified by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, (ii) money remaining in the Settlement Fund less amounts already billed or incurred for Notice and Settlement Administration Costs will be returned to Labcorp, and (iii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees and expenses or service awards to the Plaintiffs shall constitute grounds for cancellation or termination of the Settlement Agreement.

## **12. Notices**

12.1 All notices to Plaintiffs' Counsel provided in this Settlement Agreement shall be sent by e-mail and First Class mail to:

James E. Cecchi, Esq.  
Carella Byrne Cecchi Brody Agnello, P.C.  
5 Becker Farm Road  
Roseland, NJ 07068

12.2 All notices to Defendant's Counsel provided in this Settlement Agreement shall be sent by e-mail and First Class mail to:

Allison M. Holt-Ryan, Esq.  
HOGAN LOVELLS US LLP  
555 Thirteenth Street NW  
Washington, DC 20004

### **13. Miscellaneous Provisions**

13.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

13.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between the Settling Parties with respect to the Litigation. The settlement resolves claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Parties agree that the Action is being settled voluntarily by the Parties after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

13.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) 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 any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file the Settlement Agreement and the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13.5 This Agreement contains the entire understanding between Defendants and Plaintiffs regarding settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Labcorp and Plaintiffs in connection with settlement of the Litigation. Except as otherwise provided herein, each party shall bear its own costs.

13.6 Plaintiffs, Plaintiffs' Counsel, and Defendant's Counsel shall not, at any time, make disparaging public statements regarding Labcorp, the Settlement or the Action, apart from within filings and arguments to the Court as necessary to obtain preliminary or final approval of the Settlement.

13.7 Any exhibits to this Settlement Agreement and any exhibits thereto are a material part of the settlement and are incorporated and made a part of the Settlement Agreement.

13.8 Plaintiffs' Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any non-material modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

13.9 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

13.10 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

13.11 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

13.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

13.13 As used herein, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

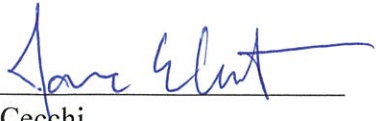
13.14 All dollar amounts are in United States dollars (USD).

13.15 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

**SIGNATURES ON FOLLOWING PAGES**

On behalf of the Settlement Class, including Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach:

Dated: 03-02-2026

By:   
James E. Cecchi  
Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
*Lead Counsel for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Linda P. Nussbaum  
Nussbaum Law Group, P.C.  
*Counsel for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Stuart A. Davidson  
Robbins Geller Rudman & Dowd LLP  
*Counsel for Plaintiffs and the Settlement Class*

On behalf of the Settlement Class, including Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach:

Dated: \_\_\_\_\_

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

James E. Cecchi  
Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
*Lead Counsel for Plaintiffs and the Settlement Class*

Dated: 3/2/26

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

Linda P. Nussbaum  
Nussbaum Law Group, P.C.  
*Counsel for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_

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

Stuart A. Davidson  
Robbins Geller Rudman & Dowd LLP  
*Counsel for Plaintiffs and the Settlement Class*

On behalf of the Settlement Class, including Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach:

Dated: \_\_\_\_\_

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

James E. Cecchi  
Carella, Byrne, Cecchi, Brody & Agnello, P.C.  
*Lead Counsel for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_

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

Linda P. Nussbaum  
Nussbaum Law Group, P.C.  
*Counsel for Plaintiffs and the Settlement Class*

Dated: 3/2/2026

By: 

Stuart A. Davidson  
Robbins Geller Rudman & Dowd LLP  
*Counsel for Plaintiffs and the Settlement Class*

On behalf of Laboratory Corporation of America Holdings:

Dated: 3/11/2026

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

Matthew Mall  
Senior Vice President & General Counsel

# **EXHIBIT A**

IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC.

**CUSTOMER DATA SECURITY BREACH LITIGATION**  
**LABCORP SETTLEMENT**

Civil Action No. 19-md-2904 (JKS)(MAH)(MDL 2904)

**CLAIM FORM**

Your claim must be  
submitted online or  
postmarked by:  
**[DEADLINE]**

**GENERAL INSTRUCTIONS**

**To receive a payment from this Settlement via an electronic payment, you must submit the Claim Form electronically at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) by Month XX, 2026. If you submit your claim through the mail using this Claim Form, payment will be mailed to the address provided below.**

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits.

You are a member of the Settlement Class and eligible to submit a Claim Form if:

You are an individual for whom Labcorp transmitted personal information to Retrieval-Masters Creditor's Bureau, Inc. d/b/a American Medical Collection Agency ("AMCA"), and such information was contained in the computer systems implicated by the cybersecurity incident at AMCA that occurred between approximately August 2018 and March 2019.

The following entities and individuals are excluded from the definitions of "Settlement Class Members" or "Class Members" and are not eligible to receive settlement benefits: Labcorp and its officers and directors; the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; and any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

Settlement Class Members may submit a claim form either for: (1) Out of Pocket Losses from verifiable unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Cash Payment which provides for a \$50 per class members payments, both subject to pro rata increases or decreases dependent on the number of claims filed.

Settlement Class Members may also elect to receive up to two (2) years of medical and healthcare information monitoring services by CyEx Medical Shield Pro.

If you intend to make a claim for Out-of-Pocket Losses, you will need to submit supporting documentation. Out-of-Pocket Losses may include, without limitation, the following:

- unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members' personal information;
- professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members' personal information;
- miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- credit monitoring costs that were incurred on or after August 1, 2018, through the date of the Settlement Class Member's claim submission;
- up to 10 total hours for verified and documented time spent remedying fraud, identity theft, or other similar misuse of a Settlement Class Member's personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.

Your claim must be submitted online or postmarked by: **[DEADLINE]**

**IN RE: AMERICAN MEDICAL COLLECTION AGENCY, INC.  
 CUSTOMER DATA SECURITY BREACH LITIGATION  
 LABCORP SETTLEMENT**

Civil Action No. 19-md-2904 (JKS)(MAH)(MDL 2904)

**CLAIM FORM**

This Claim Form may be submitted electronically via the Settlement Website at [REDACTED] or completed and mailed, including any supporting documentation, to: *American Medical Collection Agency, Inc. Customer Data Security Breach Litigation Labcorp Settlement, Attn: Claims, [ADDRESS]*.

**I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Telephone Number**

**Notice ID Number, if known**

**II. BENEFIT SELECTION**

**Select one (1) of the following options:**

Check this box if you want to receive the Alternative Cash Payment of up to \$50. If you select this option, proceed to the next section.

**OR**

Check this box if you want to receive reimbursement for Out-of-Pocket Losses of up to \$5,000.\*

**\*You must submit supporting documentation demonstrating that the unreimbursed costs or expenditures that you actually incurred are fairly and reasonably traceable to the AMCA Security Incident.**

Complete the chart below describing the supporting documentation you are submitting.

<i>Cost Type (fill in all that apply)</i>	<i>Approximate Date of Loss</i>	<i>Amount of Loss</i>	<i>Description of Documentation Provided</i>
<i>Example: Credit Repair Service</i>	<i>07/17/25 (MM/DD/YY)</i>	<i>\$100</i>	<i>Example: Receipt for credit repair services</i>

QUESTIONS? VISIT [WWW.\[REDACTED\].COM](http://WWW.[REDACTED].COM) OR CALL TOLL-FREE 1-[REDACTED]



# **EXHIBIT B**



United States District Court, District of New Jersey  
in re AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER  
DATA SECURITY BREACH LITIGATION (All Actions Against Laboratory  
Corporation of America Holdings): Case No. 19-md-2904  
PageID: 40282



Example QR Code.  
Replace this with case  
specific QR Code.



# Class Action Settlement Notice

Authorized by the United States District Court  
District of New Jersey

Your information may have been impacted in an alleged data breach at a medical collection agency.



There is a \$35,000,000 settlement of a lawsuit.  
You may be entitled to money.



To be part of this settlement, you can respond by [date].  
You can visit [website] to learn more.

### Key things to know:

- This is an important legal document.
- If you take no action and are a Settlement Class member, any ruling from the court will apply to you, and you will not be able to sue Laboratory Corporation of America Holdings about the same issues.
- If you have questions or need assistance, please call [phone number].
- You can learn more at [website] or by scanning the QR code.

## Court-Approved Legal Notice



This is an important notice  
about a class action lawsuit.

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

CLAIM FORM  
PageID: 40284

Claims must be postmarked no later than \_\_\_\_\_, 2026 or submitted online no later than \_\_\_\_\_, 2026.

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Monetary Compensation:** If you want to submit a claim for Out-of-Pocket Losses, visit [www.website.com](http://www.website.com) to submit your Claim Form and supporting documentation online or download a Claim Form to complete and return by mail. If you make a claim for Out-of-Pocket Losses you **cannot** also claim an Alternative Cash Payment.

**Alternative Cash Payment:** Do you want an Alternative Cash Payment estimated at \$50 instead of Out-of-Pocket Losses?  
 YES  NO. This value may be increased or decreased after payments for valid claims, settlement administrative costs, service awards to named plaintiffs, and attorneys' fees and expenses are deducted from the Settlement Fund.

**Medical Monitoring Services:** Would you like to receive two (2) year of Monitoring Services through CyEx Medical Shield Pro?  YES  NO. You can receive Monitoring Services in addition to claiming Out-of-Pocket Losses or an Alternative Cash Payment. To receive Monitoring Services, you must provide your email address here:  
\_\_\_\_\_.

To receive a payment from this Settlement via an electronic payment, you must submit the Claim Form electronically at [www.website.com](http://www.website.com) by **Month XX, 2026**. If you submit your claim through the mail using this Claim Form, payment will be mailed to the address provided above.

I swear under penalty of perjury that I am eligible to make a claim and that the information provided in this Claim Form is true.

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

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AMERICAN MEDICAL COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH LITIGATION  
LABCORP SETTLEMENT

Attn: Claim Forms

[ADDRESS]

# **EXHIBIT C**



United States District Court, District of New Jersey  
*In re AMERICAN MEDICAL COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH LITIGATION (All  
Actions Against Laboratory Corporation of America  
Holdings)*  
Case No. 19-md-2904

# Class Action Notice

***Authorized by the District of New Jersey***

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Are you an individual who received diagnostic services from Laboratory Corporation of America Holdings?

There is a \$35,000,000 settlement of a lawsuit related to an alleged data breach.

You may be entitled to money.

To be part of this settlement, you should:

Read this Notice.

Respond by [date].

Important things to know:

- If you take no action and are a Settlement Class Member, you will still be bound by the settlement, and your rights will be affected. **Please read this Notice carefully and completely.**
- You can learn more at: [website].

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit  
[www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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## About This Notice

### Why did I get this Notice?

This Notice had been sent to you because you may be a Settlement Class Member in the United States whose Personally Identifiable Information (“PII”) and/or Protected Health Information was allegedly impacted in the cybersecurity incident reported by American Medical Collection Agency (“AMCA”) as affecting its computer systems between approximately August 1, 2018 through March 30, 2019 (“Security Incident”).

The Court in charge of the case is the U.S. District Court for New Jersey, and the lawsuit is known as *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Laboratory Corporation of America Holdings)*: Civil Action No. 19-md-2904.

The Court authorized this Notice because you are entitled to know about your rights under a proposed class action settlement with Laboratory Corporation of America Holdings (“Labcorp” or “Defendant”) before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the cash payments and distribute access codes for monitoring services that the Settlement provides.

This Notice package explains the lawsuit, the settlement, your rights, what benefits are available, who is eligible for them, and how to get them.

### What do I do next?

Read this Notice to understand the settlement and to determine if you are a Settlement Class Member. Then, decide if you want to:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	The only way to receive benefits from this settlement is by submitting a valid and timely Claim Form.  The fastest way to submit your Claim Form is online at <a href="http://www.[Settlement Website].com">www.[Settlement Website].com</a> .	<b>2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the settlement and receive no benefits. This is the only option that potentially allows you to ever be part of any other lawsuit against Labcorp or any other Released Parties about the legal claims related to the issues raised in this Litigation, subject to any defenses Labcorp may have to such claims, including the statutes of limitations. You can hire your own legal counsel at your own expense.	<b>2026</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the settlement, you may object to it by writing to the Court about why you don't like the settlement. You may also object to Settlement Class Counsel's attorneys' fees and expense request, and ask the Court for permission to speak about your objection at the Final Fairness Hearing.	<b>2026</b>
<b>DO NOTHING</b>	Unless you opt out of the settlement, you are automatically part of the settlement. If you do nothing, you will not receive benefits from this settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against Labcorp related to the legal claims resolved by this settlement.	No Deadline

The Court in charge of this case still has to decide whether to approve the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

### What are the most important dates?

Your deadline to object or opt out: **[date]**

Settlement approval hearing: **[date]**

Your deadline to submit a Claim Form: **[date]**

## Basic Information

### What is this lawsuit about?

This class action lawsuit concerns the AMCA Security Incident, which may have impacted your personal information. Defendant Labcorp denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that Defendant has violated any laws, but rather the resolution of disputed claims.

### What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are known as "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "class" or "class members." One court resolves the lawsuit for all class members, except for those who opt out of the settlement.

### Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs and Defendant have agreed to a settlement to avoid the costs and risks of a trial, and to allow the Settlement Class Members to receive benefits from the settlement. Plaintiffs and their attorneys think the settlement is best for all Settlement Class Members.

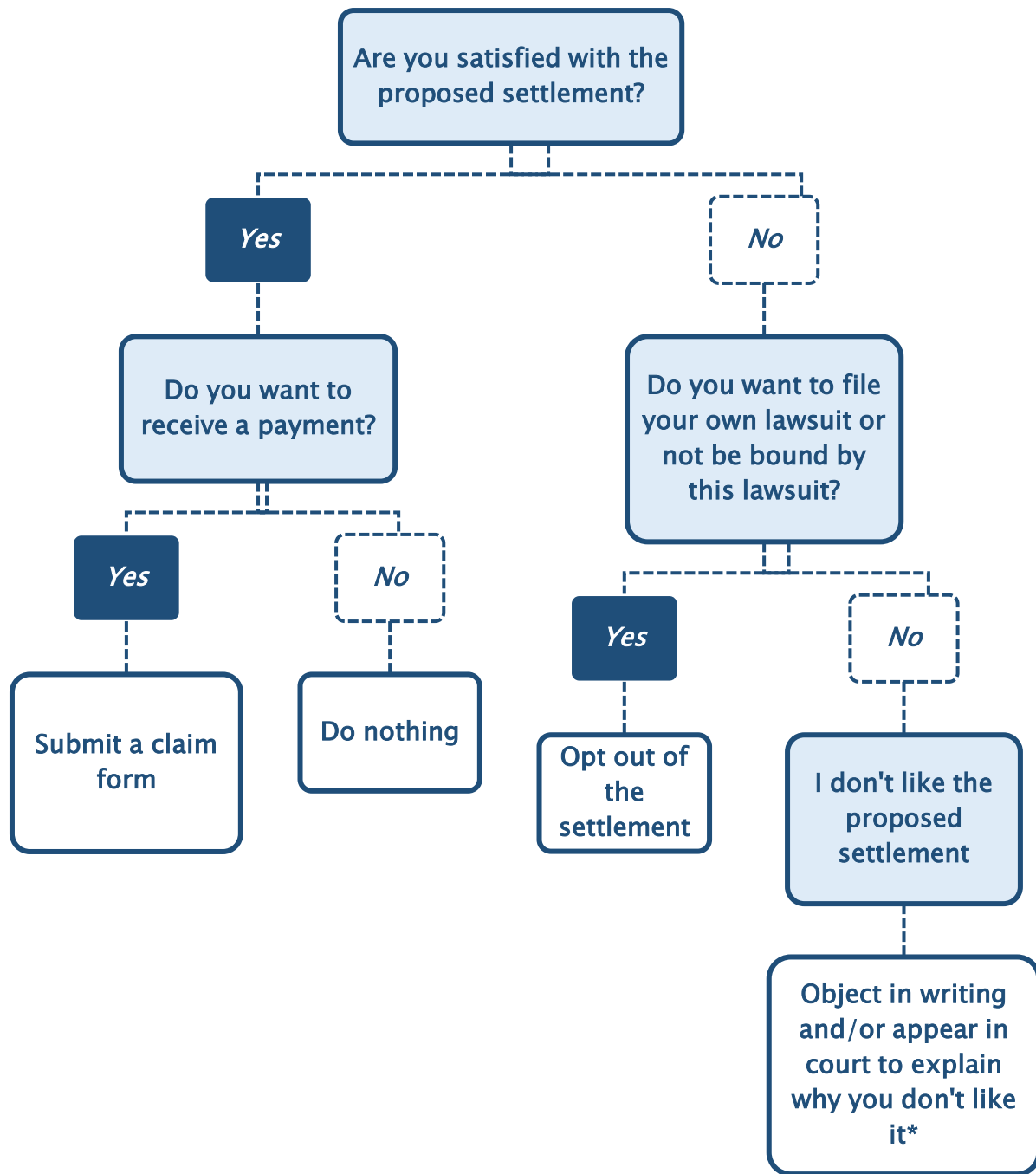
### How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	<b>Submit a Claim</b>	<b>Opt Out</b>	<b>Object</b>	<b>Do Nothing</b>
<b>Can I receive settlement money if I</b>	YES	NO	YES	NO
<b>. . .</b>				

<b>Am I bound by the terms of the settlement if I . . .</b>	YES	NO	YES	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO	NO
<b>Will the class lawyers represent me if I . . .</b>	YES	NO	NO	YES

**What is the best path for me?**



*\*You can object to the settlement AND submit a Claim Form to receive payment, but you must submit a Claim Form to receive payment.*

## Who is in the settlement?

### Who is included in the settlement?

The Settlement Class is defined as: All individuals for whom Labcorp transmitted personal information to Retrieval-Masters Creditor's Bureau, Inc., d/b/a American Medical Collection Agency ("AMCA"), and whose information was contained in the computer systems implicated by the cybersecurity incident at AMCA that occurred between approximately August 2018 and March 2019.

### Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (i) Labcorp and its officers and directors; (ii) the Judge and/or Magistrate assigned to evaluate the fairness of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Security Incident or who pleads *nolo contendere* to any such charge.

If you are not sure whether you are included in the Settlement Class, you can ask for free help by contacting the Settlement Administrator by mail, email, or by calling toll-free.

*AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER  
DATA SECURITY BREACH LITIGATION LABCORP SETTLEMENT*

c/o Settlement Administrator

[ADDRESS]

info@[SettlementWebsite].com

1-XXX-XXX-XXXX

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

## The Settlement Benefits

### What does the settlement provide?

The settlement provides for the creation of a \$35,000,000.00 Settlement Fund to pay for: (i) Out-of-Pocket Losses, (ii)

Monitoring Services, (iii) Alternative Cash Payments, (iv) Notice and Administrative Costs, (v) Taxes, (vi) Service Awards, and (vii) Attorneys' Fees and Expenses. The settlement benefits are summarized below. Visit [WEBSITE](#) for a full description of these benefits.

Two types of claims may be made: (1) Out-of-Pocket Losses from verifiable, documented unreimbursed costs or expenditures that Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident up to \$5,000; or (2) Alternative Cash Payment which provides for a \$50 per Settlement Class Member payment, both subject to pro rata increases or decreases dependent on the number of claims filed.

A Settlement Class Member may also elect to receive two (2) years of CyEx Medical Shield Pro medical and healthcare information monitoring services.

**Compensation for Out-of-Pocket Losses.** Participating Settlement Class Members can claim up to a total of \$5,000 per person for out-of-pocket losses incurred as a result of the Security Incident, including, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members' personal information; (ii) professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members' personal information; (iii) miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (iv) credit monitoring costs that were incurred on or after August 1, 2018, through the date of the Claims Deadline; (v) up to 10 total hours for verified and documented time spent remedying fraud, identity theft, or other similar misuse of a Settlement Class Member's Personal Information that is fairly traceable to the AMCA Security Incident at \$25 per hour. Out-of-Pocket Losses are subject to increases or decreases pro rata depending upon the number of claims filed.

Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation and an attestation supporting their claims. This can include receipts or other documentation that document the costs incurred but does not include documentation that is "self-prepared" by the claimant. "Self-prepared" documents such as handwritten receipts are, by

themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. The attestation must state that the monetary losses are fairly traceable to the Security Incident and were not incurred due to some other event or reason.

**Alternative Cash Payment.** In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for an Alternative Cash Payment estimated to be \$50 per valid claimant. After payment of Notice and Administration Expenses, Service Awards, and Attorneys' Fees and Expenses, Out-of-Pocket Losses, and Taxes from the Settlement Fund, the remaining amount of the Net Settlement Fund will be evenly distributed to each Settlement Class Member who submits a timely and Valid Claim for an Alternative Cash Payment.

**Monitoring Services.** During the Claims Period, Settlement Class Members may also claim and enroll in up to two (2) years of medical and healthcare information Monitoring Services provided by CyEx through its Medical Shield Pro product.

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

Unless you opt out of the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Labcorp arising out of or relating to the AMCA Security Incident. The "Releases" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

## Submitting a Claim Form for Settlement Benefits

### How do I submit a claim for a settlement benefit?

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

AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER  
DATA SECURITY BREACH LITIGATION LABCORP SETTLEMENT  
Attn: Claims  
[ADDRESS]

You may also contact the Settlement Administrator to request a Claim Form by calling toll-free 1-XXX-XXX-XXXX, by emailing info@ [SettlementWebsite].com, or by writing to the address above.

## What is the deadline for submitting a claim?

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

## When will the settlement benefits be issued?

The Court will hold a Final Fairness Hearing on \_\_\_\_\_, 2026. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

Settlement benefits will be distributed if the Court grants final approval of the settlement and after any appeals are resolved, or after the period to seek an appeal has expired.

## The Lawyers Representing You

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

Yes, the Court appointed James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C.; Linda P. Nussbaum of Nussbaum Law Group, P.C.; and Stuart A. Davidson of Robbins Geller Rudman & Dowd LLP to represent you and other Settlement Class Members as Settlement Class Counsel.

James E. Cecchi  
**CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.**  
5 Becker Farm Road  
Roseland, NJ 07068

Linda P. Nussbaum  
**NUSSBAUM LAW GROUP, P.C.**  
1225 Franklin Avenue  
Suite 325  
Garden City, NY 11530

Stuart A. Davidson  
**ROBBINS GELLER RUDMAN & DOWD LLP**  
225 NE Mizner Boulevard  
Suite 720  
Boca Raton, Florida 33432

## Should I get my own lawyer?

You will not be charged for Settlement Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

## How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a Fee Application for an award of attorneys' fees and expenses to be paid from the Settlement Fund of up to one-third of the Settlement Fund. As part of the Fee Application, Settlement Class Counsel will also seek Service Awards of \$5,000 for each Class Representative to be paid from the Settlement Fund.

Class Counsel's Fee Application will be available at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com) after it is filed with the Court.

## Excluding Yourself from the Settlement

### How do I opt out of the settlement?

If you do not want to receive any benefits from the settlement, and you want to keep your right, if any, to separately sue Labcorp about the legal issues in this case (subject to any

defenses Labcorp may have to such a suit, including the statutes of limitations), there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or “opting out” of the Settlement Class. The deadline to submit a request for exclusion from the settlement is [Opt-Out Deadline].

To exclude yourself from the settlement, you must submit a written request for exclusion that includes the following information:

- (i) the name of the proceedings: *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Laboratory Corporation of America Holdings), Civil Action No. 19-md-2904*, pending in the United States District Court, District of New Jersey;
- (ii) Your full name;
- (iii) Your current mailing address and telephone number;
- (iv) Your personal signature; and
- (v) the words “Request for Exclusion” or a comparable statement that You do not wish to participate in the settlement, or some other clear manifestation of the intent to opt out of the settlement.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, **postmarked no later than [Opt-Out Deadline]**.

AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER  
DATA SECURITY BREACH LITIGATION LABCORP SETTLEMENT  
ATTN: Exclusion Request  
[ADDRESS]

If you exclude yourself, you are telling the Court that you do not want to be part of the settlement. You will not be eligible to receive any settlement benefits if you exclude yourself.

You may only exclude yourself—not any other person. **Any Settlement Class Member who does not file a timely request for exclusion in accordance with this section will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement.**

## Commenting on or Objecting to the Settlement

### How do I tell the Court if I like or do not like the settlement?

If you are a Settlement Class Member and you do not like the settlement, you can object to it, if you choose. You can give reasons why you think the Court should not approve it. The Court will consider your views.

For an objection to be a valid objection under the settlement, it must include or substantially comply with the following: (i) Your full name, address, telephone number, and email address; (ii) the case name and docket number: *In re American Medical Collection Agency, Inc. Customer Data Security Breach Litigation (All Actions Against Laboratory Corporation of America Holdings)*, No. 19-md-2904 (JKS) (MAH) (D.N.J.); (iii) information identifying You as a Settlement Class Member, including proof that You are a member of the Settlement Class, such as the class member identification number on the Short Form or email notice you receive about the settlement; (iv) a written statement of all grounds for the objection, including whether the objection applies only to You, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection You believe applicable; (v) the identity of any and all counsel representing You in connection with the objection; (vi) the identity of all class action cases in which You or Your counsel has objected; (vii) a statement whether You and/or Your counsel will appear at the Final Fairness Hearing; and (viii) Your personal signature on the written objection. The Court, in its discretion, may authorize additional discovery of objectors.

You or Your counsel may also file their objection with the Court through the Court's ECF system, with service on Plaintiffs' Counsel and Defendant's Counsel, to be made through the ECF system.

To be timely, an objection must be mailed to Settlement Administrator, so it is postmarked no later than **[OBJECTION DATE]**.

AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER

DATA SECURITY BREACH LITIGATION LABCORP SETTLEMENT  
ATTN: Objection  
[Address]

## What is the difference between objecting and excluding?

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

## The Court's Final Fairness Hearing

### When is the Court's Final Fairness Hearing?

The Court will hold a Final Fairness Hearing on **[DATE]** at **[TIME]**, before U.S. District Judge Jamel K. Semper of the U.S. District Court for the District of New Jersey, at the Frank R. Lautenberg U.S.P.O. & Courthouse, 2 Federal Square, Newark, NJ 07102, in Courtroom PO 03.

At the Final Fairness Hearing, the Court will consider whether to approve the settlement, Settlement Class Counsel's Fee Application, and application for Service Awards. The Court will also consider any objections to the settlement that were submitted in accordance with the requirements outlined above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (**see above**).

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

### Do I have to come to the Final Fairness Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Fairness Hearing to talk about it. If you file your written

objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

## If I Do Nothing

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

If you are a Settlement Class Member and do nothing, you will remain a part of the Settlement Class but will not get any payments or monitoring services from the settlement. And, unless you exclude yourself, you will not be able to sue Labcorp about claims arising out of or related to the AMCA Security Incident being resolved through this settlement ever again, assuming such claims are not time-barred.

## Getting More Information

### How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

If you have additional questions, you may contact the Settlement Administrator by mail, email, or by calling toll-free.

AMERICAN MEDICAL COLLECTION AGENCY, INC. CUSTOMER  
DATA SECURITY BREACH LITIGATION LABCORP SETTLEMENT  
c/o Settlement Administrator  
[ADDRESS]  
[info@\[SettlementWebsite\].com](mailto:info@[SettlementWebsite].com)  
1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, [Address].

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

# **EXHIBIT D**

## LABCORP PROPOSED CONSUMER SETTLEMENT BENEFITS PLAN

1. Capitalized Terms: Unless defined herein, the capitalized terms used in this Proposed Settlement Benefits Plan (“Benefits Plan”) are defined in the Settlement Agreement.
2. Net Settlement Fund: The Settlement Administrator shall use the Net Settlement Fund to pay valid Claims for Out-of-Pocket Losses and Alternative Cash Payments as set forth below. The Settlement Administrator shall administer and oversee distribution of the Net Settlement Fund pursuant to the Settlement Agreement and the process set forth in this Benefits Plan.
3. Out-of-Pocket Losses: “Out-of-Pocket Losses” are verifiable, documented unreimbursed costs or expenditures that a Settlement Class Member actually incurred and that are fairly and reasonably traceable to the AMCA Security Incident. Settlement Class Members may file a claim for up to \$5,000 in Out-of-Pocket Losses, subject to increases or decreases pro rata depending upon the number of claims filed. Out-of-Pocket Losses may include, without limitation, the following:
  - a. unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, medical fraud, or other alleged misuse of Settlement Class Members’ personal information;
  - b. professional service costs—such as law firms or credit repair services—related to misuse of Settlement Class Members’ personal information;
  - c. miscellaneous expenses incurred related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
  - d. credit monitoring costs that were incurred on or after August 1, 2018, through the date of the Settlement Class Member’s claim submission;
  - e. up to 10total hours for verified and documented time spent remedying fraud, identity theft, or other similar misuse of a Settlement Class Member’s personal information that is fairly traceable to the AMCA Security Incident at \$25 per hour.
4. Alternative Cash Payment: In lieu of seeking Out-of-Pocket Losses, Settlement Class Members may submit a claim for Alternative Cash Payment, which shall be up to \$50 per Settlement Class Member, subject to pro rata increases or decreases, depending on the number of claims filed.
5. Monitoring Services: In addition to Out-of-Pocket Losses or Alternative Cash Payment, Settlement Class Members will be eligible to claim and enroll in up to two (2) years of the CyEx Medical Shield Pro service (“Monitoring Services”), which shall include and shall be delivered consistent with the standards set forth in Exhibit E to the Settlement Agreement. These services will be provided by CyEx, which will be appointed by the Court as the provider of Monitoring Services and be subject to the Court’s jurisdiction for enforcement of the terms of this settlement.
6. Claims Period: The “Claims Period” is the period starting from the date the Court enters the Preliminary Approval Order and ending 90 days after the Notice Date. Settlement Class Members must submit claims for Out-of-Pocket Losses or Alternative Cash Payments during

the Claims Period. Settlement Class Members may also submit claims for Monitoring Services during the Claims Period.

- a. Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Claims against Defendant, as more fully described in the Settlement Agreement and Notice.

7. Insufficient or Excess Funds:

- a. To the extent total valid claims are greater than the Net Settlement Fund, all valid claims (including Alternative Cash Payments) shall be reduced on a proportional, *pro rata* basis.
- b. To the extent total valid claims are less than the Net Settlement Fund, all valid claims shall be increased on a proportional, *pro rata* basis (including Alternative Cash Payments) until the Net Settlement Fund is exhausted.
- c. Any remaining funds resulting from the failure of Settlement Class Members to timely negotiate a settlement payment or to timely provide required tax information such that a settlement payment could issue, shall be distributed to Settlement Class Members, or as otherwise ordered by the Court. No funds may revert to Defendant.

8. Claims Process: Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically or via mail during the Claims Period (e.g., download a Claim Form for mailing from the Settlement Website). The Settlement Administrator shall verify that each individual who submits a Claim Form is a Settlement Class Member and shall be responsible for evaluating claims and deciding whether claimed Out-of-Pocket Losses are valid and fairly traceable to the Security Incident.

a. Claims for Out-of-Pocket Losses:

- i. Settlement Class Members with Out-of-Pocket Losses must submit Reasonable Documentation supporting their claims. "Reasonable Documentation" means documentation supporting a claim, including but not limited to: credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

- ii. In assessing what qualifies as “fairly traceable,” the Settlement Administrator must consider (1) the timing of the loss, including whether the loss occurred on or after August 1, 2018 through the date of the Settlement Class Member’s claim submission; (2) whether the loss involved the possible misuse of the type of personal information accessed in the Security Incident; (3) whether the personal information accessed in the Security Incident that is related to the Settlement Class Member is of the type that was possibly misused; (4) the Class Member’s explanation as to how the loss is fairly traceable to the Security Incident; (5) the nature of the loss, including whether the loss was reasonably incurred as a result of the Security Incident; and (6) any other factor that the Settlement Administrator considers to be relevant. The Settlement Administrator shall have the sole discretion and authority to determine whether claimed Out-of-Pocket Losses are valid and fairly traceable to the Security Incident.
        - iii. If the person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of the Settlement Administrator, subject to input by Plaintiffs’ Counsel and Defendant’s Counsel.
        - iv. The Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.
      - b. Claims for Medical Shield Pro: Notwithstanding any other claim for benefits, all Settlement Class Members will be able to submit a Claim Form requesting enrollment in Medical Shield Pro. Settlement Class Members who submit a valid Claim for Medical Shield Pro will be provided with an enrollment code by email after the Effective Date of the settlement, which will be active for a specified amount of time.
  9. Payment Method: Settlement Class Members will be able to select a method of payment, including at least one option for electronic payment (e.g., Venmo, Paypal, or Zelle).
  10. Disputes and Appeals:
    - a. To the extent the Settlement Administrator determines a claim is deficient in whole or part, within 21 days after the Settlement Administrator processes all claims, the Settlement Administrator shall notify the Settlement Class Member in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) of the deficiencies and provide the Settlement Class Member 30 days to cure the deficiencies. The notice shall inform the Settlement Class Member that he or she can either attempt to cure the deficiencies outlined in the notice, or dispute the determination in writing and request an appeal.

- b. If the Settlement Class Member attempts to cure the deficiencies but, in the sole discretion and authority of the Settlement Administrator fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 14 days of the determination. The Settlement Administrator shall have the sole discretion and authority to determine whether a claim is deficient in whole or part but may consult with the Parties in making individual determinations.
- c. If a Settlement Class Member disputes a determination in writing (including by e-mail where the Settlement Class Member selects e-mail as his or her preferred method of communication) and requests an appeal, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendant's Counsel a copy of the Settlement Class Member's dispute and Claim Form along with all documentation or other information submitted by the Settlement Class Member. Plaintiffs' Counsel and Defendant's Counsel will confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or part, will be final. If Plaintiff's Counsel and Defendant's Counsel cannot agree on approval or denial of the Settlement Class Member's claim, in whole or part, the dispute will be submitted to a mutually agreeable neutral who will serve as the claims referee, which will be paid for out of the Settlement Fund. If the Parties are unable to reach agreement on who will serve as the claims referee, they will submit their proposals to the Court. The Court will have final, non-appealable decision-making authority over designating the claims referee. The claims referee's decision will be final and not subject to appeal or further review.

11. Miscellaneous:

- a. No Person shall have any claim against the Settlement Administrator, the Parties' or the Parties' counsel based on distributions of benefits to Settlement Class Members.
- b. Information submitted by Settlement Class Members pursuant to the terms of this Settlement Agreement shall be deemed confidential and protected as such by Plaintiff's Counsel, Defendant, and the Settlement Administrator.

12. Modification of Settlement Benefits Plan: Should the Parties agree, after Final Approval of the Settlement Agreement, that the provisions of this Settlement Benefits Plan should be modified in the interests of justice, they shall seek the Court's approval for such modification.

# **EXHIBIT E**

Product Overview

# Medical Shield Pro



CyEx Medical Shield Pro monitors medical and healthcare data to determine whether consumers' private medical information is at risk or has been subject to medical fraud. Alerts are sent in real-time when suspicious activity is detected so that action can be taken before it's too late. In the event of fraud, a dedicated case manager will assist in trying to recover the information, and a \$1,000,000 insurance policy covers eligible losses due to medical identity theft, including the theft of a healthcare insurance plan ID, and health savings accounts, as well as other types of identity theft with no deductible.

Key features of the protections offered by Medical Shield Pro include the following solutions designed to protect against medical fraud:

- **Healthcare Insurance Plan ID Monitoring:** Tracks and alerts when a registered healthcare, dental, vision, and prescription plan ID is identified as exposed on the dark web.
- **Medicare Beneficiary Identifier ID Monitoring:** Warns if an MBI has been disclosed on the dark web, which could potentially expose Medicare coverage.
- **Medical Record Number Monitoring:** Alerts when a Medical Record Number has been detected on the dark web, which could potentially expose permanent medical and health records from providers, hospitals, and urgent care centers.
- **International Classification of Disease Monitoring:** Notifies when an ICD Code has been detected on the dark web, potentially exposing a private medical diagnosis.
- **National Provider Identifier Monitoring:** An exclusive monitoring service for healthcare providers. Tracks NPI and informs if registered licensing credentials are found on the dark web.

- **Health Savings Account Monitoring:** Monitors registered health savings accounts for unusual or unauthorized transactions that could indicate fraud.
- **Dark Web Monitoring:** Tracks and alerts when personal information is listed for sale on the dark web – such as black market websites, secret chat rooms, and underground forums.
- **\$1,000,000 Identity Theft Insurance:** No-deductible insurance for covering expenses due to an identity theft incident.
- **Real-Time Authentication Alerts:** Provides notification when a creditor receives a request for certain types of account transactions using the customer's Social Security Number.
- **High-Risk Transaction Monitoring:** Monitors personal information associated with high-risk transactions, such as online password resets, payday loan applications, tax refunds, wire transfers, and account access requests.
- **Security Freeze Assist:** Helps freeze credit files instantly from up to ten consumer reporting agencies, including the three major credit bureaus.
- **Victim Assistance:** Our team of Identity Theft Recovery Specialists offers immediate remediation assistance if identity theft is suspected.
- **Insight & Tips:** Provides up-to-date information and news curated by industry experts to inform individuals about the latest threats and scams.

# **EXHIBIT F**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

IN RE: AMERICAN MEDICAL COLLECTION ) No. 19-md-2904 (JKS) (MAH)  
AGENCY, INC. CUSTOMER DATA SECURITY )  
BREACH LITIGATION ) MDL 2904  
)  
)  
This Document Relates To: ) [PROPOSED] ORDER GRANTING  
) PLAINTIFFS' UNOPPOSED MOTION  
Labcorp Track ) FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT

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WHEREAS, this matter having come before the Court by way of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Preliminary Certification of the Settlement Class (as defined below) ("Motion");

WHEREAS, on March 2, 2026, Plaintiffs, individually and on behalf of the putative Settlement Class, and Laboratory Corporation of America Holdings ("Labcorp" or "Defendant") entered into a Class Action Settlement Agreement and Release ("Settlement Agreement"), which, if finally approved by the Court, will result in the settlement of all claims asserted against the Defendant in the above-captioned action ("Action");

WHEREAS, in full and final settlement of the claims asserted against Defendant, and in exchange for the release of all Released Claims defined in the Settlement Agreement, Defendant agrees to collectively fund or cause to be funded \$35,000,000 for a non-reversionary common fund to resolve all claims arising from the cybersecurity incident reported by AMCA as affecting its computer systems between approximately August 1, 2018 and March 30, 2019 (the "Security Incident");

WHEREAS, Plaintiffs have moved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure for an order preliminarily approving the Settlement Agreement, which sets forth the terms and conditions of the Settlement with Defendant;

WHEREAS, Plaintiffs have further moved for this Court's: (a) certification of the Settlement Class for settlement purposes only pursuant to Paragraph 6.1 of the Settlement Agreement; (b) preliminary approval of the Settlement Agreement, including the Releases as set forth herein; (c) appointment of Plaintiffs' Counsel as counsel for the Settlement Class; (d) appointment of Plaintiffs as Settlement Class Representatives; (e) approval of the Short Form Notice to be emailed, or mailed where no email address is available, to Settlement Class Members in a form substantially similar to the one attached as Exhibit B to the Settlement Agreement; (f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to the Settlement Agreement, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective positions, statements that the Settlement Class Members are entitled to benefits under the Settlement, the general terms of the Settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the Settlement, instructions for making Claims to the extent contemplated herein, and the date, time, and place of the Final Fairness Hearing; (g) approval of the Claim Form to be used by Settlement Class Members to make a Claim in a form substantially similar to the one attached as Exhibit A to the Settlement Agreement; (h) preliminary approval of the notice plan and the Settlement Benefits Plan substantially similar to the one attached as Exhibit D to the Settlement Agreement; (i) appointment of Kroll Settlement Administration LLC ("Kroll") as the Settlement Administrator; and (j) appointment of Citibank as Escrow Agent.

WHEREAS, Plaintiffs and Defendant have agreed to the entry of this Preliminary Approval Order (the "Order");

WHEREAS, all terms with initial capitalization used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein; and

WHEREAS, the Court has considered the Settlement Agreement and the other documents submitted by the Parties in connection with Plaintiffs' Motion, and good cause appearing therefor:

IT IS THIS \_\_\_\_ day of \_\_\_\_\_, 2026

ORDERED as follows:

**I. Preliminary Approval of the Settlement**

1. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm's-length negotiations between highly experienced counsel under the auspices of a neutral mediator and that the Court is likely to grant final approval of the Settlement. Therefore, the Settlement Agreement is hereby preliminarily approved, subject to further consideration thereof at the Fairness Hearing described below. The Court preliminarily finds that the Settlement set forth in the Settlement Agreement raises no obvious reasons to doubt its fairness and raises a reasonable basis for presuming that it satisfies the requirements under Rule 23 of the Federal Rules of Civil Procedure and due process so that notice of the Settlement should be given as provided in this Order.

2. At or after the Fairness Hearing, the Court shall determine, among other matters, whether the Settlement warrants final approval.

**II. Provisional Certification of the Settlement Class for Settlement Purposes Only**

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purpose of effectuating the Settlement, this Court provisionally certifies a Settlement Class defined as "all individuals for whom Labcorp transmitted personal information to Retrieval-Masters Creditor's Bureau, Inc. d/b/a American Medical Collection Agency ("AMCA"), and whose information was contained in the computer systems implicated by the cybersecurity incident at AMCA that occurred between approximately August 2018 and March 2019." The following entities and individuals are excluded from the definition of "Settlement Class Members":

- a. Defendant and its respective officers and directors;
- b. the Judge and/or Magistrate assigned to evaluate the fairness of this settlement;
- c. any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Security Incident or who pleads nolo contendere to any such charge; and
- d. All Persons who would otherwise be Settlement Class Members but who timely and validly request exclusion from the Settlement Class.

The provisional certification of the Settlement Class for settlement purposes shall be vacated and have no force or effect if the Settlement is terminated or not approved by the Court.

4. Solely for purposes of effectuating the proposed Settlement, the Court preliminarily finds that the prerequisites for class action certification under Rule 23 of the Federal Rules of Civil Procedure are satisfied as: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) the interests of all Settlement Class Members are adequately represented by Plaintiffs and Plaintiffs' Counsel; (e) the issues common to Settlement Class Members predominate over any individualized issues; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. These preliminary findings shall be vacated and have no force or effect if the Settlement is terminated or not approved by the Court.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and solely for the purposes of effectuating the Settlement, Plaintiffs Aleksander Nazemnikov, Cameron Spencer, Carol Kaplan, Debra Wrenn, Edith Thrower, George Rothwell, Holly Laufenberg, Justin Nelson-Carter, Khristopher Thomas, Martha Cuvillier, Melanie Vazquez, Rosaria Gadero, Sandra Lassiter, Sheera Harris, Sherrie Palmer, Timothy Judelsohn, Tracy Buhr, Valerie Scott, Tatyana Shulman, David Finch, Gina Allende, and Wendy Wallach are appointed as Settlement Class

Representatives for the Settlement Class and Plaintiffs' Counsel are appointed as counsel for the Settlement Class. These designations shall be vacated if the Settlement is terminated or not approved by the Court.

**III. Notice to the Settlement Class**

6. The Court approves the appointment of Kroll as Settlement Administrator for the Settlement.

7. The Court finds the proposed form of notice to Settlement Class Members of the proposed Settlement ("Notice"), the proposed summary form of notice ("Short Form Notice"), and the proposed methods of dissemination thereof, as set forth herein, satisfy the requirements under Rule 23 of the Federal Rules of Civil Procedure and due process, and therefore are approved.

8. Within five (5) days after entry of this Order, the Settlement Administrator will be provided the Settlement Class Data that includes the Settlement Class Members' full names and current or last known mailing addresses, to the extent reasonably available.

9. The Settlement Administrator shall cause the Short Form Notice, substantially in the form attached as Exhibit B to the Settlement Agreement, to be disseminated no later than forty-five (45) calendar days following the date of the entry of this Order (the "Notice Date") via email, if known, or first class mail, postage prepaid to each potential Settlement Class Member who is readily and reasonably identified.

10. On or before the Notice Date, the Settlement Administrator shall create a website for the Settlement (the Settlement Website) and establish a settlement-specific toll-free telephone number.

11. The Settlement Administrator shall cause the Long Form Notice, substantially in the form attached to the Settlement Agreement as Exhibit C, and the Claim Form, substantially in

the form attached to the Settlement Agreement as Exhibit A, to be posted on the Settlement Website as soon as practicable.

12. On or before the Notice Date, the Settlement Administrator shall establish a post office box where Settlement Class Members can send completed Claim Forms, requests for exclusion, and other correspondence relating to the Settlement.

**IV. Schedule and Procedure for Requesting Exclusion and Submitting Objections**

13. The deadline for Settlement Class Members to request exclusion from the Settlement Class shall be sixty (60) days after the Notice Date (the Opt-Out Date).

14. As set forth in the Notice, in order to request exclusion, a Settlement Class Member must mail a written request to the following address:

AMERICAN MEDICAL COLLECTION AGENCY, INC.  
CUSTOMER DATA SECURITY BREACH LITIGATION  
LABCORP SETTLEMENT  
ATTN: Exclusion Request  
[ADDRESS]

15. The written request for exclusion must include the following information: the name of the proceeding (“*In Re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (JKS)(MAH) (D.N.J.)”), the individual’s full name, current address, telephone number, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.

16. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above or the request for exclusion is otherwise accepted by the Court. Persons or entities that request exclusion from the Settlement Class shall not be entitled to share in the benefits of the Settlement, nor be bound by the Settlement Agreement and Final Approval Order and Judgment entered thereon.

17. No Person shall exercise any exclusion rights of any other person, or (a) Opt-Out individuals as a group, in the aggregate, or as a class involving more than one Person; or (b) to opt-out more than one Person on a single notice, or as an agent or representative. Any such purported Opt-Out requests shall be void, and the Person(s) who is or are the subject of such purported Opt-Out requests shall be treated as a Settlement Class Member(s) and be bound by the Settlement Agreement, including the Releases contained herein, and Judgment entered thereon, unless he or she submits a valid and timely Opt-Out request.

18. The Settlement Administrator shall keep track of any and all requests for exclusion.

19. On or before seven (7) days after the Opt-Out Date, the Settlement Administrator shall provide to counsel for the Parties a complete list of all timely and valid Opt-Outs.

20. Prior to the Fairness Hearing, the Settlement Administrator shall provide a sworn declaration that: (i) attests to implementation of the Notice plan; and (ii) identifies each Person who timely and properly provided written notification of exclusion from the Settlement Class.

21. Settlement Class Members who wish to object or otherwise be heard with respect to the Settlement, and to appear in person at the Fairness Hearing, must first mail a written objection to the Settlement Administrator at the Post Office box designated in the Long Form Notice no later than sixty (60) days after the Notice Date. The objector or his or her counsel may also file their objection with the Court through the Court's ECF system, with service on Plaintiffs' Counsel and Defendant's Counsel, to be made through the ECF system. For all objections mailed to Settlement Administrator, Plaintiffs' Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

22. The objection must include: (i) the objector's full name, address, telephone number, and email address; (ii) the case name and docket number: *In re American Medical Collection*

*Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (JKS) (MAH) (D.N.J.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) the identity of all class action cases in which the objector or his or her counsel has objected; (vii) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (viii) the objector's personal signature.

23. Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 5.1 of the Settlement Agreement.

**V. Schedule and Manner for Submitting Claim Forms**

24. Settlement Class Members who wish to participate in the Settlement and be eligible to receive benefits from the Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked (if mailed) and received (if submitted online) no later than ninety (90) days after the Notice Date. By submitting a Claim Form, a Person shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its claim and the subject matter of the Settlement.

25. Each Claim Form submitted must contain the information requested on the Claim Form to satisfy the conditions for claiming Out-of-Pocket Losses or an Alternative Cash Payment, and whether the Settlement Class Member wishes to enroll in Monitoring Services. All Claim Forms: (a) must be properly completed, signed and submitted in a timely manner with Reasonable Documentation, as set forth in the Settlement Benefits Plan attached to the Settlement Agreement as Exhibit D; and (b) if the Person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Settlement Class Member must be included in the Claim Form to the satisfaction of the Settlement Administrator, subject to input by the Settling Parties; and (c) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

26. Any eligible Settlement Class Member that does not timely and validly submit a Claim Form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived their right to share in the Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Settlement Agreement and the Settlement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the judgment and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of the Released Claims against Released Parties, as more fully described in the Settlement Agreement and Notice.

**VI. The Court's Final Approval Schedule and Fairness Hearing Date**

27. As set forth in the timeline below, all briefs and materials in support of final approval of the Settlement, Plaintiffs' Counsel's fee and expense application, and any application for Service Awards to Plaintiffs, shall be filed with the Court no later than fifteen (15) days before

the Objection and Opt-Out Date and no later than thirty-five (35) days before the Fairness Hearing. The applications described in this paragraph shall promptly be posted on the Settlement Website, and shall be considered as separate and apart from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement.

28. All reply submissions, including any responses to any objections by Settlement Class Members, shall be filed with the Court no later than seven (7) calendar days prior to the date of the Fairness Hearing. The timeline is as follows:

Event	Date
Settlement Class Data shall be provided to the Settlement Administrator.	_____ [5 days after issuance of Preliminary Approval Order]
Notice shall be mailed in accordance with the Notice Plan and this Order.	_____ [45 days after issuance of Preliminary Approval Order]
Settlement Class Counsel’s Application for Attorneys’ Fees and Expenses and request for Service Awards for the Plaintiffs-Settlement Class Representatives.	_____ [90 days after issuance of Preliminary Approval Order (15 days before the Objection and Opt-Out Dates)]
Deadline for Objections to the Settlement, Class Counsel’s Application for Attorneys’ Fees and Expenses, and/or the request for Settlement Class Representative Service Awards.	_____ [105 days after issuance of Preliminary Order (60 days after the Notice Date)]
Deadline for Requests for Exclusion from the Settlement.	_____ [105 days after issuance of Preliminary Order (60 days after the Notice Date)]
Plaintiffs to file Motion for Final Approval of the Settlement.	_____ [110 days after issuance of Preliminary Approval Order (65 days after the Notice Date)]
Claim Administrator shall submit a declaration to the Court (i) reporting the names of all persons and entities that submitted timely and proper Requests for Exclusion; and (ii) attesting that Notice was disseminated in accordance with the Settlement Agreement and this Preliminary Approval Order.	_____ [110 days after issuance of Preliminary Approval Order (65 days after the Notice Date)]
Responses of Any Party to any Objections and/or Requests for Exclusion.	_____ [125 days after issuance of Preliminary Approval Order (80-days after the Notice Date)]

Event	Date
Any submissions by Defendant concerning Final Approval of Settlement.	_____ [125 days after issuance of Preliminary Approval Order (80-days after the Notice Date)]
Final Fairness Hearing will be held at Martin Luther King Building & U.S. Courthouse, 50 Walnut St., Newark, NJ 07102 or by video conference as determined by the Court.	_____ [140 days after issuance of Preliminary Approval Order]

29. A hearing on final approval of the Settlement (“Fairness Hearing”) shall be held before this Court on \_\_\_\_\_, 2026 at \_\_\_\_\_ .m. in the Courtroom PO3 before the Honorable Jamel K. Semper, U.S.D.J., at the United States District Court for the District of New Jersey, Frank R Lautenberg U.S. Post Office & Courthouse, 2 Federal Square, Newark, NJ 07102. At the Fairness Hearing, the Court will, among other things, consider:

- a. final certification of the Settlement Class solely for purposes of effectuating the Settlement;
- b. the fairness, reasonableness, and adequacy of the Settlement and whether the Settlement Agreement should be finally approved and consummated according to its terms;
- c. whether the Court should approve the proposed Settlement Benefits Plan for distribution of the Net Settlement Fund (*i.e.*, net of Notice and Settlement Administration Costs, Attorneys’ Fees and Expenses, Service Awards, Taxes, Tax Expenses, and Tax-Related Expenses, and costs for procurement of Medical Shield Pro.) to eligible Settlement Class Members;

- d. whether notice of the Settlement constitutes due, adequate, and sufficient notice of the Settlement meeting the requirements of due process and the Federal Rules of Civil Procedure;
- e. whether the Action shall be dismissed with prejudice as to Defendant;
- f. whether the release of any and all Released Claims with respect to the Released Parties shall be deemed effective as of Final Judgment;
- g. whether Persons are permanently enjoined and barred from instituting, commencing, or prosecuting any action or other proceeding asserting any Released Claims against Released Parties;
- h. whether the Court retains continuing and exclusive jurisdiction over the Settlement for all purposes, including its administration and execution and disputes that may arise; and
- i. whether, under Federal Rule 54(b), there is any just reason for delay and whether an order of dismissal and Judgment shall be final and appealable and entered forthwith.

30. The Fairness Hearing may be rescheduled or continued; in this event, the Court will furnish all counsel with appropriate notice. Plaintiffs' Counsel shall be responsible for communicating any such notice promptly to the Settlement Class by posting conspicuous notice on the Settlement Website.

31. In the event that the Settlement does not become final, then, subject to approval of the Court, litigation of the Action against Defendant will resume in a reasonable manner to be approved by the Court upon joint application by the Parties.

32. If the settlement set forth in the Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement or otherwise, the Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue.

33. Neither this Order nor the Settlement Agreement, nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) 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 any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

34. All proceedings in the Action as they relate to the Labcorp track, other than those related to approval of the Settlement Agreement, are hereby stayed. For the avoidance of doubt, the Action related to claims brought against Defendants Quest and Optum are not stayed by this Order. Any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending final approval of the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. JAMEL K. SEMPER, U.S.D.J.