

**CIRCUIT COURT FOR THE STATE OF OREGON  
COUNTY OF MULTNOMAH**

KATHERINE LAYMAN, an individual; on  
behalf of herself and all others similarly  
situated,

Plaintiff,

v.

LEGACY HEALTH, an Oregon nonprofit  
healthcare provider,

Defendant.

Case No. 25CV40104

**SETTLEMENT AGREEMENT**

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among:

(i) Plaintiff, Katherine Layman (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Legacy Health (“Legacy” or “Defendant”). Plaintiff and the Defendant are each referred to as a “Party” and, collectively, as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

**A.** This putative class action was originally filed on December 13, 2024, in the United States District Court for the District of Oregon; Case No. 3:23-cv-01886 (the “Federal Action”). The material allegations of the complaint in the Federal Action centered on Defendant’s alleged disclosure of certain types of its patients’ personally identifiable information to Meta Platforms Inc. (“Meta”), formerly known as Facebook, and Alphabet, Inc. d/b/a Google (“Google”) without

permission (the “Incident”). Plaintiff asserted claims against Defendant for: (1) breach of confidence; (2) violation of the Electronic Communications Privacy Act (“ECPA”); (3) invasion of privacy; (4) breach of implied contract; (5) unjust enrichment; and (6) negligence.

**B.** The Parties engaged in informal settlement discussions and, to that end, agreed to participate in a formal private mediation with the Honorable Jay C. Gandhi (ret.) of JAMS.

**C.** As part of the mediation, and in order to competently assess their relative positions, the Parties exchanged informal discovery and mediation briefing, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant’s defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

**D.** The arms-length mediation took place on March 12, 2025. By the end of the mediation the Parties made substantial progress on the settlement, but were not able to reach final resolution. Following the mediation, the Parties continued settlement discussions and were ultimately able to reach a settlement in principle on April 18, 2025.

**E.** On July 9, 2025, Plaintiff re-filed her Class Action Complaint in the Circuit Court of Oregon, Multnomah County Oregon, Case No. 25CV40104 (hereafter the “Action”).

**F.** On July 30, 2025, pursuant to the terms of the settlement, Plaintiff filed a notice of voluntary dismissal and the Federal Action was terminated.

**G.** Defendant denies any wrongdoing whatsoever and disputes that it committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Action and believes it would have prevailed at summary judgment and/or trial. Nonetheless,

taking into account the uncertainty, risks, and expense inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

**H.** Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that, if successful, could prevent or limit any recovery. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant, by and through each of their respective undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully

compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS.**

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

**1.1 “Action”** means *K.L. v. Legacy Health*, Case No. 25CV40104, pending in the Circuit Court for Multnomah County.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically (*see* Uniform Trial Court Rule 21.090 *et. seq*); and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

**1.3 “Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

**1.4 “Claim Form”** means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who wish to file a Claim for a payment shall be able to submit the Claim Form in either electronic or paper format in the manner described below.

**1.5 “Claims Deadline”** means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date forty-five (45) days after the Notice



Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

**1.6 “Class Counsel”** means Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Terry Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC, Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of the Lyon Firm, and Timothy S. Dejong of Stoll, Stoll, Berne, Lokting & Schlater, P.C.

**1.7 “Class Representative”** means the named Plaintiff in this Action, Katherine Layman.

**1.8 “Court”** means the Circuit Court of Multnomah County and the Judge presiding over the Action.

**1.9 “Defendant”** means Legacy Health.

**1.10 “Defendant’s Counsel”** means Paul Karlsgodt of Baker & Hostetler LLP, Teresa C. Chow, Curt Roy Hine, and Alexander Vitruk of Baker & Hostetler LLP.

**1.11 “Effective Date”** means the date thirty (30) days after which all of the events and conditions specified in Paragraphs 1.15 and 9.1 have been met and have occurred.

**1.12 “Exclusion Deadline”** means the date by which a written request for exclusion submitted by a person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(c), or such other date as ordered by the Court.

**1.13 “Federal Action”** means the predecessor case to the Action, originally filed on December 13, 2024, in the District of Oregon; Case No. 3:23-cv-01886.

**1.14 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant, up to a total of two million, two hundred thousand dollars and no cents (\$2,200,000.00).

**1.15 “Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment or Alternative Judgment as defined in Section 9.1(d) below, approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award or Incentive Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment or Alternative Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*. Notwithstanding the above, any order modifying or reversing any Fee Award or Incentive Award, or appeal solely thereof, made in this case shall not affect whether the judgment is “final” as defined herein or any other aspect of the judgment.

**1.16 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representative. The hearing may be held remotely and, if so, access instructions will be posted on the Settlement Website.

**1.17 “Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement and making such other final rulings as are contemplated by this Settlement Agreement after the Final Approval Hearing. Class Counsel shall move the Court for a

Final Approval Order of this Settlement no later than fourteen (14) days prior to the date of the Final Approval Hearing. Contemporaneously with seeking Final Approval of the Settlement, Parties' Counsel shall cause to be filed with the Court a declaration from the Settlement Administrator with respect to the Notice program and the Claims process.

**1.18 "Incentive Award"** means the amount awarded by the Court to Plaintiff in recognition of her service as Class Representative, which will be paid by Defendant, up to a total of two thousand, five hundred dollars and no cents (\$2,500.00).

**1.19 "Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process and Oregon Rule of Civil Procedure 32, and is substantially in the form of **Exhibits B** and **C** hereto.

**1.20 "Notice Date"** means the date by which the initial direct Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

**1.21 "Objection Deadline"** means the date by which a written objection to this Settlement Agreement must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(c), or such other date as ordered by the Court.

**1.22 "Plaintiff" or "Settlement Class Representative" means Katherine Layman.**

**1.23 "Preliminary Approval"** means the Court's certification of the Settlement Class for settlement purposes only, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.24 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff’s motion for preliminary approval of the Agreement.

**1.25 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or other tracking, analytics and/or advertising technologies, including without limitation all claims that were brought or could have been brought in the Action by or on behalf of any and all Releasing Parties relating to, concerning, or arising out of the Defendant’s use of the Meta pixel and/or any other tracking, analytics and/or advertising technologies, or the allegations, facts, or circumstances described in the Action. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant, if any.

**1.26 “Released Parties”** means Defendant Legacy Health, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors,

assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.27 “Releasing Parties”** means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

**1.28 “Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from Settlement Class Members, mailing checks or otherwise issuing payments for Approved Claims, and related services. Settlement Administration Expenses shall be paid by Defendant.

**1.29 “Settlement Administrator”** means Simpluris or such other reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement

**1.30 “Settlement Class”** means all patients of Legacy Health residing in the United States (1) who were invited to and did register for a Legacy Health patient portal account from February 18, 2019 through December 31, 2020 (“Category 1”); and (2) do not fall within Category

1, but otherwise logged into the Patient Portal from January 1, 2021 through February 9, 2024.<sup>1</sup> Excluded from the Settlement Class are: (i) Legacy and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of the Settlement; (iv) the attorneys representing the Parties in the Litigation; and, (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Incident, or who pleads *nolo contendere* to any such charge.

**1.31 “Settlement Class Member”** means a person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

**1.32 “Settlement Website”** means a website, referenced in Paragraph 4.1(c) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing the Notice and otherwise making available to the Settlement Class Members the documents, information, and Claims submission process. The Settlement Website shall be deactivated one hundred eighty (180) days after any and all initial payments have been issued.

**1.33 “United States”** as used in this Settlement Agreement includes the District of Columbia and all territories.

**1.33 “Unknown Claims”** means any of the Released Claims that any of the Releasing Parties does not know or suspect to exist, which, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties or the Released Claims or might have affected his or her decision to agree, object or not to object to and/or participate in the Settlement.

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<sup>1</sup> The number of distinct portal account IDs is estimated to be approximately 1,234,702 individuals and while no tracking technologies were installed inside the Patient Portal, the Parties have agreed to this definition **for settlement purposes only** because Defendant can ascertain each of these Settlement Class Members’ status as a patient during the relevant time frame and has contact information for these individuals.

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Plaintiff expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

## **2. SETTLEMENT RELIEF.**

**2.1 Payments by Defendant.** Defendant will pay, cause to be paid, make available, or cause to be made available the following: (i) automatic access to one year of CyEx's Medical

Shield Complete product to each Settlement Class Member, free of charge and without the need to submit any Claim; (ii) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (iii) the Notice and other Settlement Administration Expenses actually incurred by the Settlement Administrator as described in Section 4 below; (iv) the Fee Award, as described in Paragraph 8.1 below; and (v) any Incentive Award to Plaintiff, as may be ordered by the Court and as described in Paragraph 8.3 below.

**2.2 Schedule of Payments.** Defendant will make payments in accordance with the following schedule:

(a) *Notice and Other Settlement Administration Expenses.* Amounts for Notice and other Settlement Administration Expenses, to be paid within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing, provided that the Settlement Administrator has provided to Defendant's Counsel no later than seven (7) days after Preliminary Approval the Settlement Administrator's W-9 and payment instructions.

(b) *Fee Award.* An amount equal to the Fee Award as ordered by the Court, to be paid to Class Counsel as described at Paragraph 8.1, below.

(c) *Incentive Award.* An amount equal to the Incentive Award as ordered by the Court, to be paid to Plaintiff as described at Paragraph 8.3, below.

(d) *Funding of Valid Approved Claims.* An amount equal to fifteen dollars and no cents (\$15.00) multiplied by the number of valid Approved Claims, to be paid within forty-five (45) days after the Effective Date.

(e) *Instructions for Medical Shield Complete.* Instructions for how to enroll in the Medical Shield Complete product will be included in the Notice.



**2.3 Claims Process.** Each Settlement Class Member will automatically receive a code for redeeming the Medical Shield Complete product and may also submit a Claim Form for a cash payment, consistent with this section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may submit a claim for a cash payment of fifteen dollars and no cents (\$15.00).

**2.3.a.1 Method of Payment.** Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, PayPal, or Zelle. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

**2.3.a.2 Payment Date.** Cash payments for Approved Claims will be paid by the Settlement Administrator no later than thirty (30) days after the funding as set forth in Paragraph 2.2(d) above.

(b) *Medical Shield Complete.* Each Settlement Class Member will automatically receive a code and link or web address on their Notice which provides the ability to enroll in one year of Medical Shield Complete, which includes the following features: Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance. Enrollment must be completed within thirty (30) days of the Effective Date, and the Medical Shield Complete product shall become effective within forty-five (45) days of the Effective Date.

**2.4 Proof of Claim.** A maximum of one Claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Cash Benefit – Uncleared Checks.** Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Those Settlement Class Members whose cash benefit checks or other form of payment are not cleared within one-hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members.

### **3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other

than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

#### **4. NOTICE TO THE SETTLEMENT CLASS.**

**4.1** The Notice Plan shall consist of the following:

**(a)** *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator only an electronic list from their records that includes the names and email addresses, to the extent available and excluding duplicates, belonging to Settlement Class Members. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel may not send advertisements, solicitations, or communications to the Class List to solicit Settlement Class Members to retain Class Counsel for any other matters or disputes.

**(b)** *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where feasible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the Notice via email.

**(c)** *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms

online. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court,

and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; (2) a signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person(s) serving such a request(s) shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member(s) by this Agreement, if approved. Any Settlement Class Member who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for

exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the Exclusion Deadline specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than one hundred and twenty (120) days after the Notice Date.

**4.7** Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class, timely file a valid Claim Form, or timely enroll in Medical Shield Complete, shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

**4.8** No person shall have any claim against the Settlement Administrator, Defendant, Defendant’s Counsel, Plaintiff’s Counsel and/or the Class Representative based on distributions of benefits to Settlement Class Members.

**4.9** No public statements will be made about the Settlement by Class Counsel, the Class Representative, Defendant, or Defendant’s Counsel other than the agreed content to be posted on the Settlement Website or Counsel’s Website (including LinkedIn) reflecting only publicly available details about the Settlement. Nothing in this Settlement Agreement shall be interpreted to prevent Class Counsel from informing or advising Class Members who inquire about the terms of, or their rights under, the Settlement Agreement.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

**(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

**(b)** Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel with the final listing to be provided no later than ten (10) days following the Exclusion Deadline;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator;

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

(e) Delivering to the Parties' counsel in a reasonably timely manner, but in no event later than sixteen (16) days before the Final Approval Hearing, a written report concerning all Requests for Exclusion (valid and invalid), all Claim Forms (valid and deficient), and all objections (valid and invalid); and confirming in writing its completion of the administration of the Settlement.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 2.3 and/or 2.4, above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator



shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Honorable Jay C. Gandhi (Ret.) of JAMS for binding determination.

**5.4** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

**6.2** Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to void this Agreement if more than seventy-five (75) Settlement Class Members exercise their right to exclude themselves from the settlement. If Defendant voids the Settlement Agreement under this paragraph then, (a) the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement, and the Parties

shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the settlement shall have no further force and effect with respect to the Parties, and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated and null and void, *nunc pro tunc*; except (c) Defendant shall be responsible for all Settlement Administration Expenses already incurred in the event Defendant voids this Settlement Agreement under this paragraph. Defendant must exercise its right to void the Settlement Agreement pursuant to this Paragraph within the later of fourteen (14) days after receiving the list(s) of more than seventy-five (75) persons who submitted valid requests for exclusion as Settlement Class Members or fourteen (14) days after the Exclusion Deadline, by giving written notice to Class Counsel.

**6.3** The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to Class Counsel and/or the Incentive Award set forth in Section 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Incentive Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative;

and entry of a Preliminary Approval Order in substantially the form of that attached as **Exhibit D** hereto, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, and C** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

**7.2** Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this settlement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the settlement, and that if the settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the settlement set forth in this Settlement Agreement otherwise fails to become effective, the Agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Settlement Class,

or in support of an argument for certifying any class for any purpose related to the Action or any other proceeding.

**7.3** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

**7.4** After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff, the Settlement Class, and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Oregon Court

Rules, the Due Process Clause of the United States and Oregon Constitutions, and the rules of the Court;

(d) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Members' claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the release set forth in Section III, above, make it, effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

**8.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed one two million, two-hundred thousand dollars and no cents (\$2,200,000.00). Class Counsel will petition the Court for an award of such attorneys' fees no later than fourteen (14) days prior to the deadline for Settlement Class Members to request to be

excluded from or object to the Settlement, and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

**8.2** The Fee Award shall be payable by Defendant to the Settlement Administrator within thirty (30) days after the Effective Date. The Settlement Administrator shall distribute the Fee Award to Class Counsel within thirty-seven (37) days after the Effective Date. At least ten (10) days prior to the Effective Date, Class Counsel will provide all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to properly completed and duly executed IRS Form W-9, along with any other necessary forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this Paragraph, and shall return such funds directly to Defendant.

**8.3** Subject to Court approval, the Plaintiff may be paid an Incentive Award by the Defendant, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of her efforts on behalf of the Settlement Class. Plaintiff may request an Incentive Award of up to \$2,500.00. Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Incentive Award to the Class Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this

amount from the Court as an Incentive Award for the Class Representative. Such award will be paid by Defendant (in the form of a check to the Class Representative that is sent in care of Class Counsel) within thirty (30) days after the Effective Date.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

- (d) The time to appeal has been exhausted and Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") and that has the consent of the Parties, such Alternative Judgment becomes final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within

thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement upon written notice to the breaching Party.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment, Alternative Judgment, or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment or Alternative Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against Defendant, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action



was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated or voided, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the

settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment or Alternative Judgment in any action that may be brought against such Party or Parties 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;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

**10.5** The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

**10.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**10.9** Except as otherwise provided herein, each Party shall bear her/its own costs.

**10.10** Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other person or Party and that she is fully entitled to release the same.

**10.11** Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiff and the Settlement Class (subject to final approval by the Court after Notice is issued to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

**10.12** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

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

**10.15** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Terry Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC, Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of the Lyon Firm, Timothy S. Dejong of Stoll, Stoll, Berne, Lokting & Schlater, P.C; and Paul G. Karlsgodt, Baker & Hostetler LLP, 1801 California Street, Suite 4400, Denver, CO 80202, Teresa C. Chow, Baker & Hostetler LLC, 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067, Curt Roy Hineline and Alexander Vitruk, Baker & Hostetler LLP, 999 Third Avenue, Suite 3900, Seattle, WA 98104.

**IT IS SO AGREED TO BY THE PARTIES:**

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

**PLAINTIFF KATHERINE LAYMAN**

\_\_\_\_\_  
Individually and as representative of the Settlement  
Class

Dated: November 5, 2025

**DEFENDANT LEGACY HEALTH**

By: *Craig Armstrong*

Name: Craig Armstrong


Title: Chief Legal Officer & SVP

**STIPULATED BY COUNSEL**

11/7/2025 | 6:09 AM PST

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

By: /s/

Signed by:   
18725525D2A049A...

Gary M. Klinger  
**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
Chicago, IL 60606  
Telephone: (866) 252-0878  
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& SHLACHTER P.C.**  
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Terence R. Coates  
Dylan J. Gould  
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Facsimile: (513) 665-0219  
Email: tcoates@msdlegal.com  
Email: dgould@msdlegal.com

*Attorneys for Plaintiff Katherine Layman*

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 11/6/2025

**PLAINTIFF KATHERINE LAYMAN**

  
ID 1P9vGBEIQzsMUC8cSvIPQX9K

Individually and as representative of the Settlement  
Class

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

**DEFENDANT LEGACY HEALTH**

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

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

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

**STIPULATED BY COUNSEL**


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

By: /s/ \_\_\_\_\_

Gary M. Klinger  
**MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC**  
227 W. Monroe Street, Suite 2100  
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Knoxville, TN 37929  
Telephone: (866) 252-0878  
Email: ahoneycutt@milberg.com

Dated: November 6, 2025

By   
Curt Roy Hine, OSB No. 913153  
Alexander Vitruk  
**BAKER & HOSTETLER LLP**  
999 Third Avenue, Suite 3900  
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*Attorneys for Defendant Legacy Health*



# EXHIBIT A

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

**<<Claims**

**Deadline>>**

## **CLAIM FORM**

*Katherine Layman v. Legacy Health*

Case No. 25CV40104

Circuit Court of Multnomah County

**LEGACY-C**

## **GENERAL INSTRUCTIONS**

You are a Settlement Class Member if you are a patient of Legacy Health residing in the United States (1) who was invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 ("Category 1"), and (2) do not fall within Category 1, but otherwise logged into Legacy Health's Patient Portal from January 1, 2021, through February 9, 2024. You may submit a Claim for a settlement benefit, outlined below.

Please refer to the long form Notice posted on the Settlement Website [www.Website.com](http://www.Website.com), for more information on submitting a Claim Form and if you are part of the Settlement Class.

**To receive a settlement benefit from this settlement via an electronic payment, you must submit the Claim Form below electronically at [www.Website.com](http://www.Website.com) by <<Claims Deadline>>.**

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

**<Mailing Caption>**

c/o Simpluris

Settlement Class Members under the Settlement Agreement will be eligible to receive any of the following benefits:

- ❖ **Cash Payment:** Each Settlement Class Member may submit a Claim for a cash payment of **\$15**;
- ❖ **Medical Shield Complete:** All Settlement Class Members will be entitled to automatically receive a code and link for redeeming **one (1) year of Medical Shield Complete** product, free of charge and without the need to submit any Claim, which product includes the following features: One Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance.

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free **(XXX) XXX-XXXX**.

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\*Page 1 of 3\*

Page 1 of 3

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

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

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address:

@

**III. PROOF OF SETTLEMENT CLASS MEMBERSHIP**☐

Check this box to certify if you are a patient of Legacy Health residing in the United States (1) who was invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 ("Category 1"), and (2) do not fall within Category 1, but otherwise logged into Legacy Health's Patient Portal from January 1, 2021, through February 9, 2024.

Enter the Unique ID Number provided on your email Notice:

Unique ID: 0 0 0 0 0 \_ \_ \_ \_ \_

**IV. CASH PAYMENT**

Each Settlement Class Member may submit a Claim for a cash payment of \$15.

☐

Yes, I choose a cash payment of \$15.

**V. MEDICAL SHIELD COMPLETE**

All Settlement Class Members were sent a code and link for redeeming one (1) year of Medical Shield Complete product, free of charge and without the need to submit any Claim, which product includes the following features: One Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance.

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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\*Page 2 of 3\*

Page 2 of 3

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The code and link for Medical Shield Complete was previously sent to you as part of the email Notice of this Settlement. If you have misplaced your Notice containing the code and link, please contact the Settlement Administrator at (XXX) XXX-XXXX.

You may also select the cash payment benefit above.

## VI. PAYMENT

Please select one of the following payment options if you are seeking a payment under Section IV.

PayPal - Enter your PayPal email address: \_\_\_\_\_

Venmo - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

Physical Check - Payment will be mailed to the address provided in Section I above.

## VII. ATTESTATION & SIGNATURE

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Date

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

Questions? Go to [www.Website.com](http://www.Website.com) or call toll-free (XXX) XXX-XXXX.

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\*Page 3 of 3\*  
Page 3 of 3

# **EXHIBIT B**

From:

To:

Subject: Email Notice of Proposed Class Action Settlement

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*Katherine Layman v. Legacy Health*  
Case No. 25CV40104

**If you are a patient of Legacy Health residing in the United States (1) who was invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 (“Category 1”), and (2) do not fall within Category 1, but otherwise logged into Legacy Health’s Patient Portal from January 1, 2021, through February 9, 2024, you may be eligible to receive a settlement benefits from a class action settlement.**

**Name:** <First Name> <Last Name>  
**Unique ID:** <<RefNum>>

**Why am I receiving this Email Notice?** You are receiving this Email Notice as a result of the above-referenced class action litigation filed against defendant Legacy Health (“Legacy Health”) in the Circuit Court for the State of Oregon, County of Multnomah (the “Action”). Through the Action, the named plaintiff alleged that her personally identifiable information was collected and shared with Meta Platforms Inc. (“Meta”), formerly known as Facebook, and Alphabet, Inc. d/b/a Google (“Google”) without permission. Legacy Health denies this allegation, including specifically denying that any personally identifiable information was shared with Meta or Google. Nonetheless, the Parties collectively agreed to resolve their dispute on a class-wide basis.

**Who is a Settlement Class Member?** You are affected by the settlement and potentially a Settlement Class Member if you are:

patient of Legacy Health residing in the United States (1) who was invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 (“Category 1”), and (2) do not fall within Category 1, but otherwise logged into Legacy Health’s Patient Portal from January 1, 2021, through February 9, 2024.

**What does the Settlement provide?** Legacy Health will pay or cause to be paid the following to every Settlement Class Member: (i) automatic access to one (1) year of CyEx’s Medical Shield Complete product, free of charge and without the need to submit any Claim; (ii) approved Claims for cash benefits submitted by Settlement Class Members; (iii) the Notice and Settlement Administrative Expenses actually incurred by the Settlement Administrator; (iv) the Fee Award for attorneys’ fees, costs, and expenses not to exceed \$2,200,000.00; and (v) any Incentive Award to the Plaintiff of \$2,500.00, as may be ordered by the Court. Please visit **[here]** for a full description of the Settlement Class Members benefits.

**How do I enroll in Medical Shield?** You may enroll in one year of Medical Shield protection by submitting this individualized code **XXXXXX** on **[WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**. Medical Shield



provides the following benefits: one Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance.

**How do I submit a Claim Form for a Settlement benefit?** You must submit a Claim Form, available at [here] to be eligible to receive a settlement benefit. Your completed Claim Form must be submitted online or mailed to the Settlement Administrator at <Mailing Caption>, and **postmarked, by DATE**. You will need the Unique ID located at the top of this email to submit a Claim.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

**What are my other options?** If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Legacy Health and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of the Settlement by <<**Exclusion Deadline**>> or file an **Objection** to the Settlement by <<**Objection Deadline**>>. Please visit [www.website.com](http://www.website.com) for more information on how to submit a request for exclusion from or object to the Settlement.

**Do I have a lawyer in this case?** Yes, the Court appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Terry Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC, Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of the Lyon Firm, and Timothy S. Dejong of Stoll, Stoll, Berne, Lokting & Schlater, P.C. to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the attorneys' Fee Award, subject to Court approval, not to exceed \$2,200,000.00 and an Incentive Award of \$2,500.00 for the Class Representative shall be paid by Legacy Health. If you want to be represented by your own lawyer, you may hire one at your own expense.

**The Court's Final Approval Hearing.** The Court is scheduled to hold a Final Approval Hearing on **DATE** at **TIME** PT, to consider whether to approve the Settlement, Class Counsel's request for the attorneys' Fee Award, not to exceed \$2,200,000.00, and an Incentive Award of \$2,500.00 to the Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This email Notice is only a summary. For more information or to change your address, visit [www.website.com](http://www.website.com) or call toll-free **(XXX) XXX-XXXX**

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

Please monitor <https://www.website.com/> for updates or call **(XXX) XXX-XXXX**.

This email was sent to you because you are a Settlement Class Member. | [Unsubscribe](#)

Please do not reply to this email, it is sent from an unmonitored mailbox.



# EXHIBIT C

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**Circuit Court of Multnomah County**

***Katherine Layman v. Legacy Health***

**Case No. 25CV40104**

**A Court has authorized this Notice. This is not a solicitation from a lawyer.**

---

**IF YOU ARE A PATIENT OF LEGACY HEALTH RESIDING IN THE UNITED STATES (1) WHO WAS INVITED TO AND DID REGISTER FOR A LEGACY HEALTH PATIENT PORTAL ACCOUNT FROM FEBRUARY 18, 2019, THROUGH DECEMBER 31, 2020 (“CATEGORY 1”), AND (2) DO NOT FALL INTO CATEGORY 1, BUT OTHERWISE LOGGED INTO LEGACY HEALTH’S PATIENT PORTAL FROM JANUARY 1, 2021, THROUGH FEBRUARY 9, 2024, YOU MAY BE ELIGIBLE TO RECEIVE A SETTLEMENT BENEFITS FROM A CLASS ACTION SETTLEMENT.**

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This Action is titled *Katherine Layman. v. Legacy Health*, Case No. 25CV40104 and is pending in the Circuit Court of Multnomah County (the “Action”). The person that filed the class action lawsuit is called the “Plaintiff” or “Class Representative” and the company they sued is Legacy Health referred to herein as the “Defendant” or “Legacy Health.”

The Action alleges that Legacy Health disclosed certain types of its patients’ personally identifiable information to Meta Platforms Inc. (“Meta”), formerly known as Facebook, and Alphabet, Inc. d/b/a Google (“Google”) without permission. Plaintiff asserted claims against Legacy Health for: (1) breach of confidence; (2) breach of implied contract; (3) unjust enrichment; and (4) negligence. Legacy Health denies any wrongdoing whatsoever, and the Court has not decided who is right.

The parties have agreed to settle the Action (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the litigation.

## **Who is a Settlement Class Member?**

All patients of Legacy Health residing in the United States (1) who were invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 (“Category 1”), and (2) do not fall within Category 1, but otherwise logged into Legacy Health’s Patient Portal from January 1, 2021, through February 9, 2024.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of Legacy Health, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which Legacy Health or its parents have a controlling interest; (3) persons who timely and validly request exclusion from, or opt-out of, the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

Settlement Class Members under the Settlement Agreement will be eligible to receive any of the following benefits:

- ❖ **Cash Payment:** Each Settlement Class Member may submit a Claim for a cash payment of **\$15; AND**

- ❖ **Medical Shield Complete:** All Settlement Class Members will be entitled to automatically receive a code and link for redeeming **one (1) year of Medical Shield Complete** product, free of charge and without the need to submit any Claim, which product includes the following features: One Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance.

To obtain more information, visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX.

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

	Summary of Legal Rights	Deadline(s)
<b>Submit a Claim Form</b>	The only way to receive a cash payment is by submitting a valid and timely Claim Form.	Submitted or postmarked on or before <<Claims Deadline>>.
<b>Exclude Yourself by Opting Out of the Class</b>	Receive no payment from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Action.	Mailed and postmarked on or before <<Exclusion Deadline>>.
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You may write the Court about why you agree or disagree with the Settlement. You may also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> at <<Time>> a.m. PT about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>.
<b>Do Nothing</b>	You will not receive any Settlement benefit from this Settlement. If this Settlement becomes Final, you will give up your rights to sue, continue to sue, or be part of another lawsuit against the Defendant (or any Released Parties) for legal claims resolved by this Settlement.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court will still have to decide whether to approve the settlement. Benefits to Settlement Class Members will be made only if the Court approves the settlement and after any possible appeals are resolved.

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

**What This Notice Contains**

**Basic Information..... 4**

**Who is in the Settlement..... 4**

**The Settlement Benefits—What You Get if You Qualify..... 5**

**How Do You Submit a Claim..... 5**

**Excluding Yourself from the Settlement..... 6**

**Objecting to the Settlement..... 7**

**The Lawyers Representing You..... 8**

**The Court’s Final Approval Hearing ..... 8**

**If You Do Nothing..... 9**

**Additional Information..... 9**

## BASIC INFORMATION

### 1. Why is there a Notice?

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

The Honorable [REDACTED] of the Circuit Court of Multnomah County is overseeing this case captioned as *Katherine Layman v. Legacy Health*, Case No. 25CV40104. The person who brought the lawsuit is called the “Class Representative” or “Plaintiff.” The company being sued, Legacy Health, is called the “Defendant.”

### 2. What is the Action about?

The Action alleges that Legacy Health disclosed certain types of its patients’ personally identifiable information to Meta and Google without permission. Plaintiff asserted claims against Legacy Health for: (1) breach of confidence; (2) breach of implied contract; (3) unjust enrichment; and (4) negligence.

Legacy Health denies any wrongdoing whatsoever, and has agreed to the settlement to avoid the expense, burden, and uncertainties associated with continuing the litigation. No court or other judicial body has made any judgment or other determination that Legacy Health has done anything wrong.

### 3. Why is this a class action?

In a class action, one or more people called a Class Representative sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class”, and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Class Representative or Legacy Health. Instead, both sides have agreed to this Settlement to avoid the costs and risks of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representative appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as “Class Counsel”) think the Settlement is best for all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are a patient of Legacy Health residing in the United States who (1) was invited to and did register for a Legacy Health patient portal account from February 18, 2019, through December 31, 2020 (“Category 1”), and (2) do not fall within Category 1, but otherwise logged into the Patient Portal from January 1, 2021, through February 9, 2024.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges’ respective staffs, and immediate members of the Judge’s family; (2) officers and directors of

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



Legacy Health, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which Legacy Health or its parents have a controlling interest; (3) persons who timely and validly request exclusion from, or opt-out of, the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

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

If you are not sure whether you are included in the settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

<<Mailing Caption>>  
c/o Simpluris

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 7. What does the Settlement provide?

Legacy Health will pay or cause to be paid the following benefits to every Settlement Class Member: (i) automatic access to one (1) year of CyEx's Medical Shield Complete product, free of charge and without the need to submit any Claim; (ii) approved Claims for a one-time Claim for a cash payment of \$15.00 submitted by Settlement Class Members; (iii) the Notice and Settlement Administrative Expenses actually incurred by the Settlement Administrator; (iv) the Fee Award for attorneys' fees, costs, and expenses not to exceed \$2,200,000.00; and (v) any Incentive Award to the Plaintiff of \$2,500.00, as may be ordered by the Court.

- ❖ **Cash Payment:** Each Settlement Class Member may submit a Claim for a cash payment of \$15.
- ❖ **Medical Shield Complete:** All Settlement Class Members will be entitled to automatically receive a code for redeeming one (1) year of Medical Shield Complete, a comprehensive privacy protection solution offered by CyEx, which includes the following features: One Bureau of Credit Monitoring, Health Insurance Plan ID Monitoring, Medicare Beneficiary Identifier ID Monitoring, Medical Record Number Monitoring, Dark Web Monitoring, Health Savings Account Monitoring, National Provider Identifier Monitoring, \$1,000,000 Identity Theft Insurance, High-Risk Transaction Monitoring, Security Freeze Assistance, and Victim Assistance.

An enrollment code and link to enroll in Medical Shield Complete was emailed to all Class Members. If you did not receive that email, or no longer have it, please contact the Settlement Administrator.

### HOW DO YOU SUBMIT A CLAIM?

#### 8. How do I get a Settlement benefit?

To receive a Settlement cash benefit, you must complete and submit a Claim Form online at [www.website.com](http://www.website.com) or by mail to <<Mailing Caption>>. Read the Claim Form instructions carefully, fill out the Claim Form and submit online by <<Claims Deadline>> or by mail **postmarked by <<Claims Deadline>>**.

**TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR APPROVED CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://WWW.WEBSITE.COM)**

**9. When will I get my settlement benefit?**

The Court will hold a Final Approval Hearing on <<**Date**>>, at <<**Time**>> **a.m. PT** to decide whether to grant final approval of this Settlement. You do not need to attend the Final Approval Hearing. If the Court grants final approval of this Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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

Legacy Health and its affiliates will receive a release from all claims that could have been or that were brought against Legacy Health relating to the Action. Thus, if the Settlement becomes Final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Legacy Health, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations., without limitation, any person related to any such entity who is, was, or could have been named as a defendant in the Action. This release is described in the Settlement Agreement, under Section 3, which is available at **www.website.com**. If you have any questions, you can talk to the law firms listed in **Question 16** for free or you can talk to your own lawyer.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

**11. If I exclude myself, can I get a benefit from this Settlement?**

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

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

No. Unless you exclude yourself, you give up any right to sue Legacy Health and any other Released Parties for any claim that could have been or was brought relating to the Action. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

**13. How do I exclude myself from the settlement?**

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in this Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; (2) a personal signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this

Settlement. You must mail your Request for Exclusion to the Settlement Administrator **postmarked by <<Exclusion Deadline>>**, to:

**<<Mailing Caption>>**  
c/o Simpluris

To exclude yourself, send a request for exclusion o Any member of the Settlement Class who validly elects to be excluded from the Settlement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

### OBJECTING TO THE SETTLEMENT

#### 14. How do I object to the settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. Any Settlement Class Member who wishes to object to the Settlement must (a) file copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel at the addresses below, with a **postmark date no later than <<Objection Deadline>>**:

Clerk of the Court	Class Counsel	Defendant's Counsel
<b>1200 SW 1st Avenue Portland, OR 97204</b>	Gary M. Klinger <b>MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC</b> 227 W. Monroe, Suite 2100 Chicago, IL 60606 Phone: 866.252.0878 gklinger@milberg.com	Paul G. Karlsgodt <b>BAKER &amp; HOSTETLER LLP</b> 1801 California Street, Suite 4400 Denver, CO 80202 T: (303) 764-4099 pkarlsgodt@bakerlaw.com

Each objection must:

- 1) The name of the Action;
- 2) the objector's full name, telephone number, email address, and mailing address;
- 3) an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- 4) all grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- 5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys");
- 6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and
- 7) a list, by case name, court, and docket number, of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years

If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX



of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

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

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Settlement Class Member, and the case no longer affects you.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes. The Court appointed Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, Terry Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC, Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of the Lyon Firm, and Timothy S. Dejong of Stoll, Stoll, Berne, Lokting & Schlater, P.C., as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will Class Counsel be paid?**

Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed \$2,200,000.00 in connection with commencing, prosecuting, and settling the Action on behalf of Settlement Class Members. If the Court approves the Fee Award, it shall be paid by Legacy Health.

Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent fee basis.

Class Counsel will also ask the Court for an Incentive Award of \$2,500.00 to the Class Representative in recognition of their contributions to this Action. If the Court approves the Incentive Award, it shall be paid by Legacy Health.

**THE COURT'S FINAL APPROVAL HEARING**

**18. When and where will the Court decide whether to approve the settlement?**

The Court may hold a Final Approval Hearing at <<Time>> **PT on <<Date>>**, at the Multnomah County Courthouse, 1200 SW 1st Avenue Portland, OR 97204, Room \_\_\_ as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them. The Court will also rule on any motion seeking payment of reasonable Fee Award, as well as an Incentive Award for the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice.

**19. Do I have to attend the Final Approval hearing?**

No. Class Counsel will represent the Settlement Class before the Court. You or your own lawyer are

welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 14**, the Court will consider it.

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

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 14**, including all the information required.

**IF YOU DO NOTHING**

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

If you do nothing, you will not receive any benefits from this settlement. If the settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Legacy Health or the other Released Parties based on any claim that could have been or that was brought relating to the Action.

**ADDITIONAL INFORMATION**

**22. How do I get more information?**

This Notice summarizes the settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at [www.website.com](http://www.website.com). You may also call the Settlement Administrator with questions or to receive a Claim Form at **(XXX) XXX-XXXX**.

**23. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, by calling toll-free **(XXX) XXX-XXXX** or at the Contact section of the Settlement Website.

<<Mailing Caption>>  
c/o Simpluris

# EXHIBIT D

**CIRCUIT COURT FOR THE STATE OF OREGON  
COUNTY OF MULTNOMAH**

Katherine Layman, individually and on behalf  
of all similarly situated persons,

Plaintiff,

v.

LEGACY HEALTH, an Oregon nonprofit  
healthcare provider

Defendant.

Case No. 25CV40104

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
NOTICE PLAN**

**WHEREAS**, the above-captioned class action is pending in this Court (the "Action");

**WHEREAS**, Plaintiff Katherine Layman ("Plaintiff"), individually and on behalf of all others similarly situated, and Defendant Legacy Health ("Defendant") have entered into a Settlement Agreement (the "Settlement Agreement") that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action (the "Action") on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

**WHEREAS**, Plaintiff has made an application, pursuant to Rule 32(D) of the Oregon Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Kroll Settlement Administration, LLC ("Kroll") as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

**WHEREAS**, the Court has read and considered: (a) Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Notice Plan, and the papers filed, and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

**WHEREAS**, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

all patients of Legacy Health residing in the United States (1) who were invited to and did register for a Legacy Health patient portal account from February 18, 2019 through December 31, 2020 (“Category 1”); and (2) do not fall within Category 1, but otherwise logged into the Patient Portal from January 1, 2021 through February 9, 2024.

The Settlement Class includes approximately 1,234,702 people. The Settlement Class specifically excludes: (i) Legacy and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of the Settlement; (iv) the attorneys representing the Parties in the Litigation; and, (v) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Incident, or who pleads *nolo contendere* to any such charge.

2. **Class Findings:** The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek

1 similar relief as the claims of the Settlement Class Members; (d) the Plaintiff and Class Counsel  
2 will fairly and adequately protect the interests of the Settlement Class as the Class Representative  
3 has no interests antagonistic to or in conflict with the Settlement Class and have retained  
4 experienced and competent counsel to prosecute this matter on behalf of the Settlement Class;  
5 (e) questions of law or fact common to Settlement Class Members predominate over any  
6 questions affecting only individual members; and (f) a class action and class settlement is  
7 superior to other methods available for a fair and efficient resolution of this controversy.  
8

9       3.     **Class Representative and Settlement Class Counsel:** Katherine Layman is  
10 hereby provisionally designated and appointed as the Class Representative. The Court  
11 provisionally finds that the Class Representative is similarly situated to absent Settlement Class  
12 Members and therefore typical of the Settlement Class and that they will be adequate Class  
13 Representatives. The Court further finds that Gary M. Klinger of Milberg Coleman Bryson  
14 Phillips Grossman PLLC, Terry Coates and Dylan J. Gould of Markovits, Stock & DeMarco,  
15 LLC, Bryan L. Bleichner and Philip J. Krzeski of Chestnut Cambronne PA, Joseph M. Lyon of  
16 the Lyon Firm, and Timothy S. Dejong of Stoll, Stoll, Berne, Lokting & Schlater, P.C. are  
17 experienced and adequate counsel and are hereby provisionally designated as Settlement Class  
18 Counsel.  
19

20       4.     **Preliminary Settlement Approval.** The Court hereby preliminarily approves  
21 the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate  
22 to the Settlement Class, subject to further consideration at the Final Approval Hearing to be  
23 conducted as described below. For the purposes of preliminary approval, the Court finds the  
24 proposed settlement is fair, reasonable, and adequate.  
25  
26

5. **Final Approval Hearing.** A Final Approval Hearing shall be held at \_\_\_\_:\_\_\_\_.m. on \_\_\_\_\_, 2026, in the Circuit Court for the State of Oregon, County of Multnomah, located at 1021 SW 4<sup>th</sup> Avenue, Portland, Oregon 97204 for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Class and should be approved by the Court;
- b. To determine whether to grant Final Approval, as defined in the Settlement Agreement;
- c. To determine whether the notice plan conducted was appropriate;
- d. To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e. To determine whether the requested Class Representative Incentive Award in the amount of \$2,500 to Class Representative, and Class Counsel's attorneys' fees in the amount of \$2,200,000 should be approved by the Court;
- f. To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g. To rule upon such other matters as the Court may deem appropriate.

6. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel is hereby authorized to retain Kroll, (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth more fully below.

7. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Long Form Notice, Summary (or Postcard) Notice, and Claim Form attached to the Settlement Agreement as Exhibits A, B and C, and (b) finds that the Notice provided to Settlement Class Members as set forth in the Settlement Agreement: (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class



1 Counsel's request for Fee Award and Costs, of Class Representative's request for Incentive  
2 Award Payment, of their right to object to the Settlement, Class Counsel's request for Fee Award  
3 and Costs, and/or Class Representatives' requests for Incentive Award Payments, of their right  
4 to exclude themselves from the Settlement Class, and of their right to appear at the Final  
5 Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to  
6 receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 32 of the  
7 Oregon Rules of Civil Procedure, the United States Constitution (including the Due Process  
8 Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing  
9 shall be included in the Notice before it is distributed so long as that date is known at the time of  
10 Notice.  
11

12 8. **Participation in the Settlement.** Settlement Class Members who qualify for and  
13 wish to submit a Claim Form shall do so in accordance with the requirements and procedures  
14 specified in the Notice and the Claim Form and must do so within forty-five (45) days after the  
15 Notice Date. If a Final Approval Order and Judgment is entered, all Settlement Class Members  
16 who qualify for any benefit under the Settlement but fail to submit a claim in accordance with  
17 the requirements and procedures specified in the Notice and the Claim Form shall be forever  
18 barred from receiving any such benefit, but will in all other respects be subject to and bound by  
19 the provisions in the Settlement Agreement, the Release included in that Settlement Agreement,  
20 and the Final Approval Order and Judgment.  
21

22 9. **Claims Process and Distribution and Allocation Plan.** The Settlement  
23 Agreement contemplates a process for the Settlement Administrator to assess and determine the  
24 validity and value of claims and a payment methodology to Settlement Class Members who  
25 submit a timely, valid Claim Form. The Court preliminarily approves the claims process  
26



described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of the intent to exclude himself or herself from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than **45 Days after the date Notice is mailed to the Settlement Class Members** (the “Opt-Out/Objection Deadline”). The written notification must include; (1) the Settlement Class Member’s name, current address, telephone number, and unique ID; (2) signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement.

Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Approval Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

11. **Objections and Appearances**. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall

1 be received and considered by the Court, unless the objection is filed with the Court and sent to  
2 Counsel for the Parties, postmarked by no later than the Objection Date, as specified in the  
3 Settlement Agreement and Long Form Notice. For an objection to be considered by the Court,  
4 the objection must also include all of the information set forth in the Settlement Agreement,  
5 which is as follows: (1) the objector's name and address; (2) an explanation of the basis upon  
6 which the objector claims to be a Settlement Class Member; (3) all grounds for the objection,  
7 including all citations to legal authority and evidence supporting the objection; (4) the name and  
8 contact information of any and all attorneys representing, advising, or in any way assisting the  
9 objector in connection with the preparation or submission of the objection or who may profit  
10 from the pursuit of the objection (the "Objecting Attorneys"); (5) a statement indicating whether  
11 the objector intends to appear at the Final Approval Hearing (either personally or through counsel  
12 who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by  
13 case name, court, and docket number, of all other cases in which the objector and/or the Objecting  
14 Attorneys have filed an objection to any proposed class action settlement within the last three (3)  
15 years. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class  
16 action settlement where the objector or the Objecting Attorneys asked for or received any  
17 payment in exchange for dismissal of the objection, or any related appeal, without any  
18 modification to the settlement, then the objection must include a statement identifying each such  
19 case by full case caption and amount of payment received.  
20  
21

22  
23 12. Any Settlement Class Member who fails to comply with the provisions in  
24 Paragraph 11 may waive and forfeit any and all rights he or she may have to object, and shall be  
25 bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders,  
26 and judgments in this matter, including, but not limited to, the release in the Settlement

Agreement if a Final Approval Order and Judgment is entered. If a Final Approval Order and Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Incentive Award Payment, or the motion for Fee Award and Costs.

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

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

15. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiff, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Entities.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

<b><u>FROM DATE OF PRELIMINARY APPROVAL</u></b>	
Defendant provides Class List to the Settlement Administrator	+14 days
Notice Date	+30 days
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Incentive Award	+60 days
Opt-Out & Objection Deadline	+75 days
Claims Deadline	+75 days
<b><u>Final Approval Hearing</u></b>	+90 days from Preliminary Approval (at least)
Motion for Final Approval	-14 days before Final Approval Hearing Date

**IT IS SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
The Honorable

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Legacy Health Settlement Ends Class Action Lawsuit Over Alleged Data Tracking, Sharing](#)

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