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Exhibit 1

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IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI

C.P. and DAN COOK, individually and on behalf of those similarly situated, Plaintiffs, v. NEW LIBERTY HOSPITAL CORPORATION d/b/a LIBERTY HOSPITAL, Defendant.	)	Case No.: 24CY-CV00681 Division: 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Dan Cook and C.P. ("Plaintiffs" or "Class Representatives") on behalf of themselves and all others similarly situated, and Defendant New Liberty Hospital Corporation d/b/a Liberty Hospital ("Defendant" or "Liberty Hospital") (collectively, the "Parties"), hereby enter into this Class Action Settlement Agreement and Release ("Settlement Agreement"), subject to Court approval. As detailed below, this Settlement Agreement releases and forever discharges and bars all claims asserted (or claims that could have been asserted) in the class action lawsuit captioned, *C.P. et al. v. New Liberty Hospital Corporation*, No. 24CY-CV00681 (Mo. Cir. Ct.).

I. RECITALS

1. On or about December 19, 2023, Defendant experienced a cybersecurity attack that affected its computer systems (the "Data Incident").

2. A subsequent investigation determined that during the Data Incident a threat actor unlawfully accessed certain files that included Private Information.

3. Defendant began notifying potentially impacted individuals about the Data Incident on or around February 8, 2024.

4. On January 17, 2024, Plaintiff C.P. filed a putative class action in the District Court

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Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

of Clay County, Missouri (*C.P. v. New Liberty Hospital Corporation, et al.*, Case No. 24CY-CV00681) related to the Data Incident.

5. On February 28, 2024, Plaintiff Dan Cook filed his class action petition in the U.S. District Court for the Western District of Missouri (*Dan Cook v. The Liberty Hospital Foundation, d/b/a Liberty Hospital*, Case No. 24-00134-CV-BP) related to the Data Incident ("*Cook* Complaint"). On April 3, 2024, the Federal Court dismissed the *Cook* Complaint, without prejudice.

6. On April 1, 2024, Plaintiffs filed the First Amended Petition in case no. 24CY-CV00681, adding Plaintiff Dan Cook.

7. On April 26, 2024, Plaintiffs filed the now-operative Second Amended Class Action Petition in case no. 24CY-CV00681 (the "Complaint"), asserting claims for breach of implied contracts, negligence, negligence *per se*, invasion of privacy—public disclosure of private facts, breach of a fiduciary duty of confidentiality, violations of the Missouri Merchandising Practices Act, negligent training and supervision, breach of the implied covenant of good faith and fair dealing, and unjust enrichment. Defendant filed its Answer to the Complaint on May 3, 2024.

8. On February 5, 2025, the Parties engaged in a mediation session before Hon. Wayne R. Anderson (Ret.) of JAMS. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement. Although the Parties did not settle at mediation, the Parties continued settlement negotiations through Judge Anderson.

9. On February 12, 2025, Judge Anderson assisted the Parties with reaching an agreement on the principal terms of a settlement on a class-wide basis—subject to final mutual

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agreement on all the necessary documentation.

10. The Parties have agreed to settle the Action entirely, on the terms and conditions set forth herein, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties.

11. Defendant denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else has asserted in this Action or may assert in the future based on the conduct alleged in the Action. Despite Defendant's position that it is not liable for, and has good defenses to, the claims alleged in the Action, Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint.

12. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Settlement Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

13. Plaintiffs have entered into this Agreement to recover on the claims they asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede the claims alleged in the Action lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

14. Settlement Class Counsel has thoroughly examined the law and facts relating to the

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Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

matters at issue in the Action, Plaintiffs' claims, and Defendant's potential defenses, including conducting an independent investigation, participating in mediation, conferring with defense counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Action, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses Defendant may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Settlement Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

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

II. DEFINITIONS

15. As used in this Settlement Agreement, the following terms shall have the meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

16. "Action" means the case captioned *C.P. et al. v. New Liberty Hospital Corporation*, No. 24CY-CV00681, pending in the District Court of Clay County, Missouri.

17. "Attorneys' Fees and Expenses Award" means the amount awarded by the Court to be paid to Settlement Class Counsel solely from the Settlement Fund, which amount shall be in full and complete satisfaction of Settlement Class Counsel's claim or request for payment of

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Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

attorneys' fees and reimbursement for litigation expenses.

18. "Class Representatives" or "Plaintiffs" means Dan Cook and C.P.

19. "Court" means the District Court of Clay County, Missouri.

20. "Data Incident" means the data security incident that occurred on or about December 19, 2023, in which an unauthorized threat actor accessed Defendant's computer network and is alleged to have gained access to potentially sensitive information of Plaintiff and the class of individuals they seek to represent in the Action, as further detailed in ¶¶ 1–3 *supra*.

21. "Defendant" means New Liberty Hospital Corporation, d/b/a Liberty Hospital.

22. "Defendant's Counsel" means David A. Yudelson of Constangy, Brooks, Smith & Prophete LLP, with a mailing address of 2029 Century Park East, Suite 1100, Los Angeles, CA 90067 and an email address of dyudelson@constangy.com.

23. "Effective Date" means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Approval Order has been entered and all times to appeal therefrom have expired with (1) no appeal or other review proceeding having been commenced; or (2) an appeal or other review proceeding having been commenced, and such appeal or other review having been concluded such that it is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari, or otherwise, and such appeal or other review has been resolved in a manner that affirms the Final Judgment in all material respects. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, Settlement Class Counsel's Fees or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being Class Counsel's attorneys' fees, costs, and/or the Service Award.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

24. "Final Approval Hearing" means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court will consider Settlement Class Counsel's request for payment of any Service Award and Plaintiffs' request for an award of attorneys' fees and costs.

25. "Final Approval Order" or "Final Judgment" means the Final Approval Order and Judgment of the Court approving this Settlement Agreement as fair, adequate and reasonable, confirming the final certification of the Settlement Class, and make such other final rulings as are contemplated by this Settlement Agreement.

26. "Long Form Notice" means the Court-approved long-form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit A** to this Settlement, informing the Settlement Class of, among other things (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) the Settlement Award available to Settlement Class Members; and (iv) their opportunity to participate in, object to or exclude themselves from the Settlement, and the procedures to timely and valid opt out or object.

27. "Motion for Final Approval" means the motion that Plaintiffs and Settlement Class Counsel shall file with the Court seeking Final Approval of the Settlement.

28. "Motion for Preliminary Approval" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

29. "Net Settlement Fund" means the balance of funds after the subtraction of the Settlement Administration Costs, Service Awards, and Attorneys' Fees and Expenses Award awarded by the Court.

30. "Notice" or "Class Notice" means the Long Form Notice, Postcard Notice, Settlement Website, and settlement telephone line that Plaintiffs and Settlement Class Counsel will

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

ask the Court to approve in connection with the Motion for Preliminary Approval.

31. "Notice Program" means steps taken by the Settlement Administrator to notify Settlement Class Members of the settlement as set forth in Section VI of this Agreement.

32. "Notice Commencement Date" means thirty days after the Court's entry of the Preliminary Approval Order.

33. "Objection Deadline" means the date by which members of the Settlement Class must mail to Settlement Class Counsel and Defendant's Counsel or, in the alternative, file with the Court, their objection to the Settlement. The postmark date shall constitute evidence of the date of mailing for these purposes. The Objection Date shall be sixty (60) days from the Notice Commencement Date. The postmark date shall constitute evidence of the date for mailing for these purposes.

34. "Opt-Out," "Out-Out Request" or "Request for Exclusion" means a timely and valid request by any Settlement Class Member for exclusion from the Settlement.

35. "Opt-Out Deadline" means the date by which members of the Settlement Class must mail to the Settlement Administrator their request to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days from the Notice Commencement Date.

36. "Party" means Plaintiffs and Defendant individually and "Parties" means Plaintiffs and Defendant collectively.

37. "Postcard Notice" means the notice of the proposed class action settlement, substantially in the form as shown in **Exhibit B** to this Settlement. The Postcard Notice will direct recipients to the Settlement Website where Settlement Class Members may obtain additional

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

details of the proposed Settlement, and instructions for how to Opt-Out. Moreover, the Postcard Notice shall contain a tear-off claim form for any Class Member who wishes to receive payment via check. The Postcard Notice shall state that to receive payment via electronic means or to make claims for documented out-of-pocket expenses and/or losses, Class Members shall submit claims online via the Settlement Website.

38. "Preliminary Approval Order" means the order of the Court preliminarily approving this Settlement Agreement, substantially in the form as shown in **Exhibit C** to this Settlement.

39. "Private Information" means the information allegedly affected by the Data Incident, including names, addresses, dates of birth, medical records, medical treatment information, diagnoses, Social Security numbers, telephone numbers, health insurance information, and email addresses.

40. "Released Claims" means all past, present, and future claims and causes of action related to the Data Incident, including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. § 45, et seq., and all similar statutes in effect in any states in the United States such as: state consumer-protection statutes; negligence; negligence per se; breach of contract; breach of implied contract; breach of third-party beneficiary contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief or judgment, equitable relief, attorneys' fees and expenses,

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Action. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of any Person who has timely excluded themselves from the Settlement Class.

41. "Released Parties" means New Liberty Hospital Corporation d/b/a Liberty Hospital and its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, servants, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, including the University of Kansas Hospital System, the New Liberty Hospital District, and any other person acting on their behalf, in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

42. "Releasing Parties" means (i) Plaintiffs and all Settlement Class Members, (ii) each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, affiliates, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

entireties, agents, attorneys, (iii) any entities in which a Plaintiffs and/or other participating Settlement Class Member has or had a controlling interest or that has or had a controlling interest in him, her, they, or it, (iv) any other person or entity (including any governmental entity) claiming by or through, on behalf of, for the benefit of, derivatively for, or as representative of a Plaintiffs and/or any other Settlement Class Member, and all those who claim through them or on their behalf, and (v) the respective past and present directors, governors, executive-committee members, officers, officials, employees, members, partners, principals, agents, attorneys, advisors, trustees, administrators, fiduciaries, consultants, service providers, representatives, successors in interest, assigns, beneficiaries, heirs, executors, accountants, accounting advisors, and auditors of any or all of the above persons or entities identified in herein.

43. "Service Award" means the amount to be paid to the Class Representatives to compensate them for the time and effort spent pursuing the Action on behalf of the Settlement Class, subject to approval of the Court. The Service Awards shall be paid solely from the Settlement Fund.

44. "Settlement," "Agreement" and "Settlement Agreement" mean the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

45. "Settlement Administration" means the Settlement Administrator's provision of Notice of the Settlement to the Settlement Class, Opt-Out Requests and Objections received from Settlement Class Members, the Service Awards, the distribution of Attorneys' Fees and Expenses Award.

46. "Settlement Administrator" means Angeion Group ("Angeion"), a company experienced in administering class action claims generally and specifically those of the type provided for in this Action.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

47. "Settlement Administration Costs" means all reasonable costs and fees of the Settlement Administrator regarding Notice and Settlement Administration. Settlement Administration Costs also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

48. "Settlement Award" means the pro rata amount remitted by the Settlement Administrator out of the Net Settlement Fund to a Settlement Class Member.

49. "Settlement Class" means all persons residing in the United States whose Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident experienced by Defendant on December 19, 2023.

50. "Settlement Class Counsel" means J. Gerard Stranch, IV of Stranch, Jennings, & Garvey, PLLC, and Maureen Brady of McShane & Brady.

51. "Settlement Class Member" means a Person who falls within the definition of the Settlement Class.

52. "Settlement Fund" means the non-reversionary settlement fund into which the Settlement Sum will be paid and from which the Settlement Administrator will distribute the Settlement Awards, Service Awards, the Attorneys' Fees and Expenses Award and Settlement Administration fees and Settlement Administration Costs. The Settlement Fund is a common fund, intended to cover all payments required under this Agreement and under no circumstances shall Defendant be required to pay any amount above the Settlement Sum.

53. "Settlement Sum" means One Million Five-Hundred Thousand United States Dollars ($1,500,000.00).

54. "Settlement Website" means the dedicated website to be established by the Settlement Administrator that will inform members of the Settlement Class of the terms of this

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

Settlement Agreement, their rights, dates and deadlines and related information, and shall include in .pdf format and available for download the following: (1) the Notice, (2) the Preliminary Approval Order, (3) this Settlement Agreement, (4) the operative Complaint, (5) Plaintiffs' motions for fees and final approval, and (6) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide the members of the Settlement Class with the ability to complete and submit timely Opt-Out Requests and Objections. The Settlement Website shall be deactivated six (6) months after the Court's issuance of the Final Approval Order.

55. All time periods herein stated in terms of "days" shall be in calendar days unless otherwise expressly stated. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day.

III. SETTLEMENT FUND / MONETARY PAYMENTS

56. In consideration for the settlement and releases provided herein, Defendant will pay the Settlement Sum into the Settlement Fund.

57. Benefits for the Settlement Class: Settlement Class Members will be eligible to sign up for a cash payment and/or for any documented out-of-pocket expenses and losses up to $500 per Class Member, as further defined below. Class Members can choose to receive a cash payment via check by using the tear-off claim form included in the Postcard Notice. Class Members seeking reimbursement for documented out-of-pocket expenses and/or losses, or who otherwise wish to receive payment via electronic means, shall use the electronic claim form on the Settlement Website.

58. Service Awards to the Class Representatives: Settlement Class Counsel will move the Court for Service Award payments for the Class Representatives in an amount not to exceed $3,500 each, in recognition of the risks and time taken and spent by them as the Class

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

Representatives in commencing and prosecuting this Action. Defendant agrees not to oppose Settlement Class Counsel's request for Service Award payments, not to exceed $3,500 per named Plaintiff. If awarded by the Court, the Settlement Sum shall be the only source of payment for the Service Awards.

59. Settlement Class Counsel's Attorneys' Fees, Costs, and Expenses: Settlement Class Counsel shall apply to the Court for an Attorneys' Fees and Expenses Award. Settlement Class Counsel's request for attorneys' fees, costs, and expenses, not to exceed $600,000. Class Counsel may also seek reimbursement for their reasonable expenses that have not been reimbursed by Plaintiffs, up to $25,000. Class Counsel will file its motion at least fourteen (14) days before the Objection Deadline. Defendant shall take no position with regard to Settlement Class Counsel's application for an Attorneys' Fees and Expenses Award if the application complies with the provisions of this section. If approved by the Court, the Settlement Sum shall be the only source of payment for Attorneys' Fees and Expenses Award.

60. Settlement Administration: The Settlement Administrator will administer the Settlement subject to the administration procedures set forth above in Section V. The Settlement Fund shall be the only source of payment for all costs of Settlement Administration.

61. The Settlement Administrator shall pay through wired deposits the Attorneys' Fees and Expenses Award (if any) and Service Awards (if any) from the Settlement Fund to Settlement Class Counsel within ten (10) days of the Effective Date, or within ten (10) days after the Court awards such Attorneys' Fees and Expenses Award and Service Awards, whichever is later. Settlement Class Counsel will instruct the Settlement Administrator as to the payment directions for the Attorneys' Fees and Expenses Award and the Class Representative Awards.

62. The finality or effectiveness of this Agreement shall not depend upon the Court

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

awarding any particular Attorneys' Fees and Expenses Award or Service Awards. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of the Attorneys' Fees and Expenses Award and/or Service Awards shall affect whether the Final Judgment is final or constitute grounds for cancellation or termination of this Agreement.

IV. PRELIMINARY AND FINAL APPROVAL OF THE SETTLEMENT

63. Plaintiffs shall file the Agreement in the Court and move for preliminary approval of the Settlement, requesting entry of a Preliminary Approval Order, which shall, *inter alia*:

(a) Stay all proceedings in the Court, other than those related to approval of the settlement;

(b) Preliminarily certify the Settlement Class for settlement purposes only and preliminarily approve this Agreement for purposes of issuing the Class Notice;

(c) Appoint Plaintiffs as the Class Representatives for settlement purposes only;

(d) Appoint Settlement Class Counsel as counsel of the Settlement Class, for settlement purposes only;

(e) Approve the Notice Program;

(f) Approve the form and contents of a Long Form Notice to be posted on the Settlement Website substantially similar to the one attached hereto as **Exhibit A**, and a short-form, Postcard Notice to be mailed to Settlement Class Members substantially similar to the one attached hereto as **Exhibit B**, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the settlement set forth in this Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time and place of the Final Approval Hearing;

(g) Appoint the Settlement Administrator;

(h) Schedule an appropriate Opt-Out Deadline, Objection Deadline, and other settlement-related dates and deadlines to be included in the Class Notice; and

(i) Schedule the Final Approval Hearing.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

64. Defendant will not oppose entry of the Preliminary Approval Order so long as it is consistent with this Agreement.

65. Settlement Class Counsel and Defendant's counsel shall request that the Court hold a Final Approval Hearing after notice is completed and at least 120 days after the entry of the Preliminary Approval Order, subject to the Court's availability, and grant Final Approval of the settlement set forth herein.

66. Plaintiffs shall file their Motion for Final Approval of the Settlement no later than fourteen (14) days before the Final Approval Hearing. In the Court's discretion, the Court will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who submit timely and valid objections to the Settlement and/or Settlement Class Counsel's request for attorneys' fees and Service Awards.

67. The proposed Final Approval Order that shall be filed with the motion for final approval shall be in the form as agreed upon by Defendant and Settlement Class Counsel and shall, among other things:

(a) Determine that the Agreement is fair, adequate, and reasonable;

(b) Finally certify the Settlement Class for settlement purposes only;

(c) Determine that the Notice Program satisfied due process requirements;

(d) Bar and enjoin any Settlement Class Members who did not timely Opt-Out in accordance with the requirements of the Agreement from asserting any of the Released Claims;

(e) Release and forever discharge Defendant and the Released Parties from the Released Claims, as provided for in this Agreement; and

(f) Determine whether and to what extent to approve Settlement Class Counsel's application for an Attorneys' Fees and Expenses Award and for Service Awards to the Plaintiffs.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

V. SETTLEMENT ADMINISTRATION

68. The Settlement Administrator shall establish the Settlement Fund in an interest-bearing account. The Settlement Administrator shall administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined in Treasury Regulation § 1.468B-1, *et seq*. Any taxes owed by the Settlement Fund shall be paid by the Settlement Administrator out of the Settlement Fund. Defendant shall not have any other financial obligation under the Agreement. In addition, under no circumstances will Defendant have any liability for taxes or tax expenses under the Agreement.

69. The Parties agree that, subject to Court approval, Angeion Group ("Angeion") shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator and Settlement Administration. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and this Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

70. Within thirty (30) days of entry of the Court's order granting preliminary approval, Defendant will pay the Settlement Sum into an interest-bearing escrow account established by the Settlement Administrator.

71. The Settlement Administrator shall administer various aspects of the Settlement as described below and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, administering the Settlement, and distributing the Settlement Awards to Settlement Class Members.

72. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

Class by Postcard Notice, and sending Long Form Notices;

b. Establishing and maintaining a post office box or other mailing address to receive opt-out requests from Settlement Class Members, and objections from Settlement Class Members;

c. Establishing and maintaining the Settlement Website to provide information about the Settlement;

d. Establishing and maintaining an automated toll-free telephone line for the Settlement Class to call with Settlement-related inquiries, and answer the frequently asked questions of members of the Settlement Class who call with or otherwise communicate such inquiries, including the option to connect to a live person to for follow-up assistance (e.g., help determining whether the caller is a class member or help filing a claim);

e. Responding to any mailed Settlement Class Member inquiries;

f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of Claims submitted and amounts claimed, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration to submit to the Court limited to confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, providing statistics

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

and information regarding the reach of the Notice Program, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Distributing Settlement Awards by electronic means, unless a specific request is made for an alternate form of payment;

j. Paying any Court-approved Service Award and attorneys' fees and expenses;

k. Performing any other Settlement Administration function at the instruction of Settlement Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement has been properly administered and that the Settlement Awards have been properly distributed.

73. The Notice Program, including the Long Form Notice, and the Postcard Notice, will be reviewed and approved by the Settlement Administrator, but may be revised as agreed upon by the Parties prior to submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

74. Settlement Awards. The Net Settlement Fund shall be distributed to Class Members who timely and valid submits claims as follows:

a. **Documented Expenses and Losses:** First, the Settlement Administrator shall prioritize claims for reimbursement of documented out-of-pocket expenses and losses. Class Members may submit claims for unreimbursed, documented out-of-pocket expenses and financial losses fairly traceable to the Data Incident. This includes, without limitation, unreimbursed costs, losses, or expenditures

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

relating to fraud or identity theft; professional fees including accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Such claims must be supported by reasonable third-party documentation. "Self-prepared" documents such as handwritten notes or receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. **Cash Payments:** Second, after paying all valid and timely claims for document out-of-pocket expenses and/or losses as described above, the Settlement Administrator shall pay all timely claims for a Cash Payment. Settlement Class Members may submit claims for a cash payment, which is estimated to be $150. Notwithstanding the estimation, the Cash Payment will be increased or decrease on a *pro rata* basis to exhaust the Net Settlement Fund.

75. The Postcard Notice shall inform Settlement Class Members of the option to receive digital payment (such as Venmo, PayPal, Zelle, or other options) in the Notice and will be directed to the Settlement Website to submit their claims electronically if they wish to receive payment electronically. The Settlement Administrator shall distribute Settlement Awards by

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electronically transferring funds or mailing checks within thirty (30) days after the Effective Date. No Settlement Awards will be distributed without authorization from the Parties. Settlement Award checks shall be valid for a period of ninety (90) days from issuance, and shall state, in words or substance, that the check must be cashed within 90 days, after which time it will become void. To the extent that a Settlement Check is not cashed within the specified time period after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by email and/or telephone to discuss how to obtain a reissued check and to request details on how to deliver payment electronically if the Class Members so desires; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) re-issue a check or mail the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued settlement checks issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

76. The Settlement Administrator shall, within ten (10) days of receipt of notice of digital payment failure or of unclaimed digital payment, mail a paper check for the Settlement Award to each Settlement Class Member whose digital payment failed or who has not claimed their digital payment. In either event, the payment shall be subject to the issuance procedures set forth above in Paragraph 75.

77. If there is any balance remaining in the Settlement Fund Account ninety (90) days after the Settlement Administrator completes the process for stopping payment on any Settlement Award checks that remain uncashed, the remaining funds will be distributed to a *cy pres* recipient

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approved by the Court. The Parties propose the Electronic Privacy Information Center ("EPIC") as the *cy pres* recipient. EPIC is a 501(c)(3) nonprofit that advocates for consumer privacy protections. Neither the Parties nor their counsel are affiliated with EPIC.

78. No Person shall have any claim against the Settlement Administrator, Defendant, Defendant's Counsel, Class Counsel, and/or the Plaintiffs based upon distributions of benefits to Settlement Class Members.

VI. EFFECTUATING THE NOTICE PROGRAM

79. Within five (5) business days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a list of Settlement Class Members in an Excel spreadsheet that includes, to the extent available, the name, and mailing address of each Settlement Class Member as reflected Defendant's business records. The Settlement Administrator shall cause notice to be disseminated to the Settlement Class pursuant to the Preliminary Approval Order and the Notice Program as described herein, the costs of which shall be costs of Settlement Administration. For any Settlement Class Member whose information does not include a valid address or in the event of any undeliverable mail, the Settlement Administrator shall use the available information to conduct a reverse look-up search to obtain a physical address to mail the Notice. The Settlement Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement the Settlement Administrator shall not reproduce, copy, store

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

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of Notice approved by the Court. Postcard Notice shall be disseminated via U.S. Mail to the Settlement Class's mailing addresses. Before mailing the Postcard Notice, the Settlement Administrator shall conduct a National Change of Address (NCOA) search and update the mailing addresses of Settlement Class Members accordingly. The Settlement Administrator shall also make reasonable efforts to find updated addresses for any Postcard Notice returned as undeliverable, and if found, re-mail the Postcard Notice to the new address within ten (10) days of receipt of the notification of undeliverability. The response deadlines shall be extended by fourteen (14) days for Settlement Class Members sent a re-mailed Postcard Notice.

81. The Settlement Administrator shall establish a dedicated Settlement Website. The Settlement Administrator shall post on the website copies of the Postcard Notice and Long Notice approved by the Court. The Settlement Administrator shall also post this Agreement, the Motion for Preliminary Approval of the Settlement, the Motion for Final Approval of the Settlement, the Motion for the Attorneys' Fees and Expenses Award and Class Representative Awards, and the Final Approval Order and Judgment. The Settlement Administrator shall maintain and update the website throughout the administration of the Settlement. The Long Form Notice also shall include a procedure for member of the Settlement Class to opt out of the Settlement; and the Postcard Notice shall direct members of the Settlement Class to review the Long Form Notice to obtain the opt-out instructions.

82. The Long Form Notice also shall include a procedure for the Settlement Class to object to the Settlement and/or Settlement Class Member's request for attorneys' fees, costs, and the Service Award, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions.

83. The Notice Program shall be completed no later than forty-five (45) days after entry

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of the Preliminary Approval Order and shall be completed as set forth herein.

VII. OPT-OUT AND OBJECTION PROCEDURES

84. Any Settlement Class Member may submit an opt-out by mailing such request in writing to the Settlement Administrator at the address set forth in the Notice. To be valid, an opt out must be postmarked no later than sixty (60) days after the Notice Commencement Date. The opt-out request shall (i) state the Settlement Class Member's full name and current address and signature, and (ii) specifically state their desire to be excluded from the Settlement and from the Settlement Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement.

85. Any Settlement Class Member who submits a timely opt out may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

86. The Settlement Administrator shall provide Settlement Class Counsel and Defendant's counsel with a weekly report informing them of any opt-out requests received by the Settlement Administrator during each week following the Notice Commencement Date. The Settlement Administrator must provide Settlement Class Counsel and Defendant's Counsel with a declaration identifying all Settlement Class Members who requested timely exclusion from the Settlement. Settlement Class Counsel will file with the Court and serve Defendant with the declaration along with their Motion for Final Approval.

87. Any Settlement Class Member who does not file a timely Request for Exclusion may send a notice of intent to object to the settlement (an "Objection Notice"). To be a valid objection, the objection must state: (i) the objector's full name and address; (ii) the case name and docket number – *C.P. et al. v. New Liberty Hospital Corporation*, Case No. 24CY-CV00681 (Mo.

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Cir. Ct.).; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him, her, or they in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than sixty days from the Notice Commencement Date, to Settlement Class Counsel, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and Maureen Brady of McShane & Brady; and counsel for Defendant, David A. Yudelson of Constangy, Brooks, Smith & Prophete LLP—to the addresses listed in the notice section below. The objector or their counsel may also file objection with the Court with service on Settlement Class Counsel and Defendant's Counsel. For all objections mailed to Settlement Class Counsel and Defendant's Counsel, Settlement Class Counsel will file them with the Court as an exhibit to the Motion for Final Approval.

88. Subject to approval of the Court, any timely and validly objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds, or from asserting any and all other potential defenses and privileges to any such appearance.

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89. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Notice will require all Settlement Class Members who have any objections to submit the objections to the Settlement Administrator at the address set forth in the Postcard Notice, by no later than the Objection Date. The Notice shall make clear that the Court can only approve or deny the Agreement and cannot change the terms.

90. If the date for the Final Approval Hearing is changed, the Settlement Administrator will post the new hearing date on the Settlement Website and will provide notice of the new hearing date to Settlement Class Members who submitted timely objections to the Settlement.

91. Settlement Class Members cannot both object to and exclude themselves from this Agreement, as Class Members who choose not to participate in the Settlement have no standing to object to the Settlement. The Settlement Administrator shall attempt to contact any Settlement Class Members who submit both a Request for Exclusion and an Objection Notice at least one time by email or, if no email address is available, by telephone where a telephone number is available, or by regular U.S. mail to give the Settlement Class Members an opportunity to clarify whether they choose to exclude themselves or proceed with their objection. The Settlement Class Member shall have until fourteen (14) days prior to the Final Approval Hearing to inform the Settlement Administrator regarding his or her final choice. Any Settlement Class Member who attempts to both object to and exclude themselves from this Agreement and fails to follow up regarding their final choice will be deemed to have excluded themselves from the Settlement and will be considered to have forfeited their objection.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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92. Settlement Class Counsel will defend the Court's Final Approval Order and any related orders in the event of an appeal.

VIII. RELEASE OF CLAIMS

93. Upon the Effective Date each Settlement Class Member, including Class Representatives, who fail to timely and validly Opt Out from the Settlement shall be deemed to have fully, finally and forever released, relinquished, and discharged Defendant and the other Released Parties from all Released Claims against all Released Parties and shall be forever barred from instituting, maintaining, or prosecuting, any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Action. Settlement Class Members, including Class Representatives, will be deemed to have released any unknown claims, that, even if known or suspected to exist at the time of the release of the Released Parties that, if known by him/her/them, might have affected the settlement with, and release of, the Released Parties, or might have affected his/her/their decision not to object to and/or to participate in this Settlement Agreement.

94. Upon the Effective Date, and in consideration of the settlement benefits described herein, Defendant shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel of all claims based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, except for enforcement of the Settlement Agreement and except as to Settlement Class

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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Members who submit a timely and valid Request for Exclusion from the Settlement.

95. This Settlement Agreement does not affect the rights of Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement.

96. Upon issuance of the Final Approval Order (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have opted out in accordance with the provisions hereof, (ii) Defendant and the other Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Member(s) for reasons related to the Action except as set forth herein, and (iii) Settlement Class Members shall be permanently barred from initiating, asserting or prosecuting any and all Released Claims against Defendant and the other Released Parties.

IX. REPRESENTATIONS, WARRANTIES, AND COVENANTS

97. Settlement Class Counsel represents and warrants that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

98. Defendant, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendant of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by Defendant. This Settlement Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid, and binding obligation.

X. TERMINATION OF SETTLEMENT

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

a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

100. If any of the conditions specified in the preceding paragraph are not met, then this Agreement shall be cancelled and terminated.

101. Defendant shall have the option to terminate this Agreement if more than five (5%) percent of the members of the Settlement Class opt out of the Settlement. Defendant shall notify Settlement Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Date, or the option to terminate shall be considered waived.

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

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103. In the event this Agreement is terminated or fails to become effective, Defendant shall have no right to seek from Plaintiffs, Settlement Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendant for Settlement Administration. After payment of any Settlement Administration Costs that have been incurred and are due to be paid, the Settlement Administrator shall return the balance to Defendant within twenty-one days of termination.

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

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

XI. NO ADMISSION OF LIABILITY

106. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or

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wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

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

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

XII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

115. Governing Law. Except as otherwise provided herein, the Agreement shall be

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construed in accordance with, and be governed by, the laws of the State of Missouri, without regard to the principles thereof regarding choice of law.

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

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

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

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

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or contemporaneous, of this Agreement.

120. Authority. Settlement Class Counsel (for Plaintiffs and the Settlement Class), and Defendant's Counsel (for Defendant), represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

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

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

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

For Settlement Class Counsel:

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com

For New Liberty Hospital Corp.:

David A. Yudelson
CONSTANGY, SMITH & PROPHETE LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
dyudelson@constangy.com

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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Maureen Brady
MCSHANE & BRADY
4006 Central Street
Kansas City, MO 64111
mbrady@mcshanebradylaw.com

BY SIGNING BELOW, COUNSEL REPRESENTS THAT THEY HAVE CONFERRED WITH THEIR RESPECTIVE CLIENTS AND ARE AUTHORIZED TO SIGN THIS AGREEMENT ON THEIR BEHALF.

For Plaintiffs and the Settlement Class:

Signed by:
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5/28/2025 | 4:14 PM CDT

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC

DocuSigned by:
Maureen Brady
70676207D6F2406...
5/28/2025 | 4:08 PM CDT

Maureen Brady
MCSHANE & BRADY

For Defendant:

Signed by:
David Yudelson
7C1F4D1FADFD47D...
5/28/2025 | 7:24 PM CDT

David A. Yudelson
CONSTANGY, SMITH & PROPHETE LLP

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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EXHIBIT A

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

C.P. et al. v. New Liberty Hospital Corporation
Case No. 24CY-CV00681
Pending in the District Court of Clay County, Missouri

If you are a person residing in the United States whose Private Information was potentially exposed to unauthorized third parties as a result of a Data Incident experienced by Liberty Hospital, a class action settlement may affect your rights.

The District Court of Clay County, Missouri has authorized this notice.
This is not a solicitation from a lawyer.
You are not being sued.

- A Settlement has been reached with New Liberty Hospital Corporation, d/b/a Liberty Hospital ("Liberty Hospital" or "Defendant"), in a class action lawsuit concerning the data security incident that occurred on or about December 19, 2023, in which an unauthorized threat actor accessed Defendant's computer network and is alleged to have gained access to potentially sensitive information of the Plaintiffs and members of the Settlement Class (the "Data Incident").

- Liberty Hospital denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else has asserted in this Action or may assert in the future based on the conduct alleged in the Action. Despite Defendant's position that it is not liable for, and has good defenses to the claims alleged in the Action, Defendant has entered into this Settlement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, and disruption to its business operations associated with further litigation.

- The Plaintiffs and Settlement Class Counsel believe that the terms set forth in this Settlement provide substantial benefits to the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of the Settlement Class.

- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[Settlement Website].com.	**_____, 2025**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefits. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own legal counsel at your own expense.	**_____, 2025**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2025**
DO NOTHING	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

Click on a link below to jump to that Section:

- Basic Information
- Who is in the Settlement
- The Settlement Benefits
- Submitting a Claim Form for Settlement Benefits
- The Lawyers Representing You
- Excluding Yourself from the Settlement
- Commenting on or Objecting to the Settlement
- The Court's Final Approval Hearing
- If I Do Nothing
- Getting More Information

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Basic Information

1. Why was this Notice issued?

The District Court of Clay County, Missouri authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned: *C.P. et al. v. New Liberty Hospital Corporation,* Case No. 24CY-CV00681. The individuals that filed this lawsuit, Dan Cook and C.P., are called the "Plaintiffs" or "Class Representatives" and the entity they sued, New Liberty Hospital Corporation ("Liberty Hospital"), is called the "Defendant."

2. What is this lawsuit about?

This lawsuit concerns the data security incident that occurred on or about December 19, 2023, in which an unauthorized threat actor accessed Defendant's computer network and is alleged to have gained access to potentially sensitive information of the Plaintiffs and members of the Settlement Class. Specifically, the Private Information allegedly affected by the Data Incident includes names, addresses, dates of birth, medical records, medical treatment information, diagnoses, Social Security numbers, telephone numbers, health insurance information, and email addresses.

3. What is a class action?

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

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

You are included in the Settlement Class if you are an individual residing in the United States whose Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident experienced by Defendant on December 19, 2023.

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6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: [insert any individuals excluded, i.e., judges, corporate staff, etc.].

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

Liberty Hospital Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@[SettlementWebsite].com
1-XXX-XXX-XXXX

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

The Settlement provides for the creation of a $1,500,000 Settlement Fund that will be used to pay Settlement Awards to Settlement Class Members who submit timely and valid Claim Forms, Service Awards, the Attorneys' Fees and Expenses Award, and Settlement Administration fees.

The following Settlement benefits are available to Settlement Class Members:

Documented Expenses and Losses. Settlement Class Members may submit claims for unreimbursed, documented out-of-pocket expenses and financial losses fairly traceable to the Data Incident. This includes, without limitation, unreimbursed costs, losses, or expenditures relating to fraud or identity theft; professional fees including accountants' fees and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Such claims must be supported by reasonable third-party documentation. "Self-prepared" documents such as handwritten notes or receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

Cash Payments. Settlement Class Members may submit claims for a cash payment, which is estimated to be $150. The final Cash Payment amount is subject to a *pro rata* increase or decrease depending upon the number of valid claims filed and the amount of funds available for these payments.

For more information about these benefits or to view the Settlement Agreement, please visit www.[SettlementWebsite].com.

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

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The "Release of Claims" section of the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement is available for review at www.[SettlementWebsite].com.

Submitting a Claim Form for Settlement Benefits

10. How do I submit a claim for a Settlement benefit?

Settlement Class Members can securely submit a Claim Form and upload supporting documentation online at www.[SettlementWebsite].com. Settlement Class Members can also complete and return by the mail the Claim Form that accompanied the notice that was mailed to them.

11. What is the deadline for submitting a claim?

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

12. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on _____, 2025. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them.

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

The Lawyers Representing You

13. Do I have a lawyer in the case?

Yes, the Court appointed the following attorneys as "Class Counsel" to represent you and other Settlement Class Members:

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203

Maureen Brady
MCSHANE & BRADY
4006 Central Street
Kansas City, MO 64111

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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14. Should I get my own lawyer?

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

15. How will Class Counsel be paid?

Class Counsel shall apply to the Court for an Attorneys' Fees and Expenses Award not to exceed $600,000. Class Counsel may also seek reimbursement for their reasonable expenses that have not been reimbursed by Plaintiffs, up to $25,000. Class Counsel's motion for Attorneys' Fees will be made available at www.[SettlementWebsite].com once it has been filed with the Court.

Class Counsel will also request that the Court approve Service Award payments for the Class Representatives in an amount not to exceed $3,500 each, in recognition of the risks and time taken and spent by them as the Class Representatives in commencing and prosecuting this Action.

The Court may award less than these amounts.

Excluding Yourself from the Settlement

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to separately sue the Defendant about the legal issues in this case, there are steps that you must take to exclude yourself from the Settlement Class. This is called requesting an exclusion from, or "opting out" of the Settlement Class. The deadline to submit a request for exclusion from the Settlement is [Opt-Out Deadline].

To exclude yourself from the Settlement, you must submit a written request for exclusion that includes the Settlement Class Member's full name and current address and signature, and (ii) specifically state their desire to be excluded from the Settlement and from the Settlement Class in the *C.P. et al. v. New Liberty Hospital Corporation*, No. 24CY-CV00681, class action Settlement.

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

Liberty Hospital Data Incident Settlement
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement.

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Commenting on or Objecting to the Settlement

17. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like a portion or all the Settlement, you can object to it, as long as you have not timely filed a Request for Exclusion. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To be a valid objection, the objection must state: (i) the objector's full name and address; (ii) the case name and docket number – C.P. et al. v. New Liberty Hospital Corporation, Case No. 24CY-CV00681 (Mo. Cir. Ct.).; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes they are a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or their counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him, her, or they in connection with the objection.

To be timely, written notice of an objection (containing the required information listed above) must be mailed with a postmark date no later than DATE, to Class Counsel and Counsel for Defendant:

Class Counsel
J. Gerard Stranch, IV
Stranch, Jennings & Garvey, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203

Maureen Brady
McShane & Brady
4006 Central Street
Kansas City, MO 64111

Counsel for Defendant
David A. Yudelson
Constangy, Smith & Prophete LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067

The objector or their counsel may also file objection with the Court with service on Class Counsel and Defendant's Counsel.

18. What is the difference between objecting and excluding?

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

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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The Court's Final Approval Hearing

19. When is the Court's Final Approval Hearing?

The Court will hold a final approval hearing on **[DATE]** **at** **[TIME]**, in Courtroom XXX of the [Court name/location].

At the final approval hearing, the Court will consider and finally decide whether to enter the Final Approval Order approving the Settlement, and the Court will consider Class Counsel's request for payment of attorneys' fees and costs and Plaintiffs' request for Service Awards. The Court will also consider any objections to the Settlement that were submitted in accordance with the requirements outlined in **Question 17**, above.

If you are a Settlement Class Member, you or your attorney may ask permission to speak at the hearing at your own cost (***See*** **Question 17**).

If the date for the Final Approval Hearing is changed, the Settlement Administrator will post the new hearing date on the Settlement Website, www.[SettlementWebsite].com, and will provide notice of the new hearing date to Settlement Class Members who submitted timely objections to the Settlement.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but such attendance is not necessary.

If I Do Nothing

21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights described in **Question 9**, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties about the legal issues resolved by this Settlement. In addition, if you do nothing, you will not receive any benefits from this Settlement.

Getting More Information

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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

Liberty Hospital Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@[SettlementWebsite].com
1-XXX-XXX-XXXX

Publicly filed documents can also be obtained by visiting the office of the Clerk of the Court, located at [INSERT ADDRESS].

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

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EXHIBIT B

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Docusign Envelope ID: E553AE1B-1550-4D34-9322-6873D2C96886

Notice of Proposed Class Action Settlement

TO BE OPENED BY THE INTENDED RECIPIENT.

The Circuit Court of Clay Count, Missouri authorized this Notice.

This is not a solicitation from a lawyer.
You are not being sued.

New Liberty Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

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NOTICE ID: «NOTICE ID» «FIRST NAME» «LAST NAME» «ADDRESS»	New Liberty Data **Incident Settlement** **CLAIM FORM**	«Barcode»

To submit a claim for a Cash Payment, complete the form below, sign, and mail this portion of the postcard to the Settlement Administrator **no later than DATE**. *Claims for Documented Expenses and Losses require supporting documentation and therefore must be submitted online via the Settlement Website, WEBSITE.*

Cash Payment:

☐ Check this box if you want to claim the Cash Payment option, estimated to be $150.
The final Cash Payment amount is subject to a pro rata increase or decrease depending upon the number of valid claims filed and the amount of funds available for these payments.

Select a Payment Option: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Attestation and Signature:
I swear and affirm under penalty of perjury pursuant to laws of the United States of America that the information provided in this Claim Form is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information before my claim is considered complete and valid.

Signature: _____ Date (mm/dd/yyyy): ___/____/_____ Print Name: _____

The deadline to submit this Claim Form is DATE. Questions? Visit WEBSITE or call 1-XXX-XXX-XXXX.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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A proposed settlement has been reached in the lawsuit entitled *C.T. et al. v. New Liberty Hospital Corporation,* No. 24CY-CV00681 (Mo. Cir. Ct.), relating to a data security incident that occurred on or about December 19, 2023, in which an unauthorized threat actor accessed Liberty Hospital's computer network and is alleged to have gained access to potentially sensitive information of Plaintiff and the Class. Liberty Hospital denies all claims alleged against it. The settlement is not an admission of wrongdoing.

Am I Included? Yes. Liberty Hospital's records indicate your data may have been involved in the Data Incident.

Settlement Fund. A $1,500,000 Settlement Fund will be created to pay Settlement Awards to Settlement Class Members who submit timely and valid Claim Forms, Service Awards, the Attorneys' Fees and Expenses Award, and Settlement Administration fees. Class Counsel may request up to $600,000 in fees and up to $25,000 in unreimbursed expenses. Settlement Benefits include:

- Up to $500 compensation for **Documented Out-of-Pocket Expenses and Losses** related to the Data Incident.
- **Cash Payment:** Estimated to be $150. The final amount is subject to a *pro rata* increase or decrease depending upon the number of valid claims filed and the amount of funds available for these payments.

How Do I Receive Settlement Benefits? Class Members must submit a Claim Form online at WEBSITE or by mailing a completed Claim Form postmarked no later than DEADLINE to the Settlement Administrator. If you do not submit a Claim Form, you will not receive a payment from the Settlement.

What Are My Options? If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue the Defendant about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive a payment, but you will keep your right to sue the Defendant in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is DEADLINE. Visit WEBSITE for complete details on how to exclude yourself from, or object to, the Settlement.

The Final Approval Hearing. The Court will hold a Final Approval Hearing at TIME, on DATE, in Courtroom XX located at INSERT COURT ADDRESS. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider Settlement Class Counsel's request for payment of any Service Award and an award of attorneys' fees and costs, to be paid from the Settlement Fund. If there are objections, the Court will consider them.

This Notice is only a Summary. For additional information, please visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

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Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Docusign Envelope ID: E553AE1B-1550-4D34-9322-6873D2C96886

_____

_____

_____

New Liberty Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Ste 2210
Philadelphia, PA 19103

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EXHIBIT C

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IN THE DISTRICT COURT OF CLAY COUNTY, MISSOURI

C.P. and DAN COOK, individually and on behalf of those similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No. 24CY-CV00681
NEW LIBERTY HOSPITAL CORPORATION d/b/a LIBERTY HOSPITAL, et al.	)	Division: 1
Defendants.	)	

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

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of the proposed Class Action Settlement (the "Motion"), the terms of which are set forth in a Settlement Agreement with accompanying exhibits attached to Plaintiffs' Motion as Exhibit 1 (the "Settlement Agreement").[1] Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **Class Certification for Settlement Purposes Only**. The Settlement Agreement provides for a Settlement Class defined as follows:

> All persons residing in the United States whose Private Information was potentially exposed to unauthorized third parties as a result of the Data Incident experienced by Defendant on December 19, 2023.

Pursuant to Missouri Rule 52.08, the Court finds that giving notice is justified. The Court finds that the Settlement is within range of final approval as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because they meet all the requirements of Rule 52.08(a) and the requirements of Rule 52.08(b)(3), and so the Court conditionally certifies the Class for the purpose of Settlement.

[1] All defined terms herein have the same meaning as set forth in the Settlement Agreement.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

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Specifically, the Court 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 questions of law and fact that are common to the Settlement Class; c) the claims of the proposed Class Representatives are typical of and arise from the same operative facts and that they seek similar relief as the claims of the Settlement Class Members; d) the proposed Class Representatives will fairly and adequately protect the interests of the Settlement Class as the proposed Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this litigation on behalf of the Settlement Class; e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel**. The Court finds that Plaintiffs C.P. and Dan Cook should be appointed as Settlement Class Representatives. Additionally, the Court finds that J. Gerard Stranch, IV and Maureen Brady should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing Notice of Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the stage of the proceedings at which the Settlement was reached and the discovery that was conducted, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

by Rule 52.08.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held on _____, 2025, at _____ [or via telephone or videoconference] at _____ am/pm to determine, among other things, whether: (a) this litigation should be finally certified as a class action for settlement purposes pursuant to Missouri Rule 52.08(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representatives for Service Awards should be approved.

6. **Claims Administrator**. The Court appoints Angeion as the Settlement Administrator, with responsibility for class notice and claims administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice plan set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as exhibits are hereby approved. Non-material modifications to these Exhibits may be made with approval by the parties but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the notice plan and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

the pendency of the litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Missouri Rule 52.08, and the Due Process Clause(s) of the United States Constitution and the Missouri Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice in conformance with the Settlement Agreement.

10. **Exclusion from Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must sign and timely submit written notice of such intent pursuant to the procedures set forth in the Settlement Agreement and the Long Form Notice.

If the final Judgment and Order of Dismissal is entered, any Settlement Class Member who has not submitted a timely, valid written opt-out request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal. Settlement Class Members who submit valid and timely opt-out requests for exclusion shall not be entitled to receive any benefits from the Settlement.

11. **Objections and Appearances**. A Settlement Class Member who does not file a valid and timely request for exclusion may file with the Court a notice of intent to object to the Class Settlement Agreement. A Settlement Class Member who wishes to object must follow the procedure set forth in the Settlement Agreement and the Long Form Notice.

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member also shall be bound by all subsequent proceedings, orders, and judgments in this Litigation, including but not limited to the release set forth in the Final Judgment and Order of Dismissal if entered.

12. **Claims Process**. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to follow those provisions in the Settlement Agreement, including the use of the tear-off claim form in the Postcard.

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 before the Court entered this Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. 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 the Final Judgment and Order of Dismissal 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, or liability. Nor shall this Order be construed or used as an admission, concession, or

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

declaration by or against the Class Representatives or any other Settlement Class Member that their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any party of any defense or claims they may have in this litigation or in any other lawsuit.

15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the parties, if appropriate, without further notice to the Settlement Class.

17. **Stay of Litigation.** All proceedings in this litigation other than those related to approval of the Class Settlement Agreement are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Class Settlement Agreement.

17. **Schedule and Deadlines**. The Court orders the following schedule of dates for the specified actions/further proceedings:

Event	Timing
Defendant Provides Class List to the Settlement Administrator	No later than 5 days after entry of this Preliminary Approval Order
Notice Commencement Date	No later than 30 days after Preliminary Approval
Notice Completion Date	No later than 45 days after Preliminary Approval
Motion for Attorney's Fees, Reimbursement of Costs and Expenses, and Service Awards to be Filed by Class Counsel	At Least 14 days before the Objection Deadline
Postmark Deadline for requests for Exclusion (Opt-Out) or Objections	60 days after the Notice Commencement Date
Postmark/Filing Deadline for Filing Claims	90 days after Notice Commencement Date

Docusign Envelope ID: 1FC58427-F10C-4470-863A-A5E4DA98D878

Electronically Filed - CLAY - May 29, 2025 - 12:37 PM

Event	Timing
Motion for Fees, Expenses, and Service Awards	14 days before the objection deadline
Motion for Final Approval	At Least 14 days before the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after entry of this Preliminary Approval Order

IT IS SO ORDERED on this ___ day of __, 2025.

_____

Presiding Judge

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: C.P. et al. v. New Liberty Hospital Corporation