

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

ANA CHAVEZ MAENDELE and  
DAKOTA WOLFSKILL, individually and  
on behalf of all similarly situated persons,

Plaintiffs,

vs.

NORTH OKLAHOMA COUNTY  
MENTAL HEALTH CENTER, D/B/A  
NORTHCARE,

Defendant.

Case No. CJ-2022-279  
Honorable Sheila Stinson

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by and among Plaintiffs Ana Chavez Maendele and Dakota Wolfskill (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and the proposed Settlement Class and Defendant North Oklahoma County Mental Health Center d/b/a NorthCare (“NorthCare” or “Defendant”) (together, the “Parties”).

**I. BACKGROUND**

1. NorthCare is a not-for-profit entity that provides mental health care, substance abuse, trauma, and crisis services. On or about May 29, 2021, an unknown, and unauthorized, third-party committed a ransomware cyberattack, exploiting a vulnerability in a SonicWall SSL-VPN remote access device used by NorthCare (the “Data Incident”).

2. Plaintiffs allege that during the Data Incident, the third-party was able to gain access to and exfiltrate patients’ personal health information (“PHI”) and personally identifiable information (“PII”), including full names, Social Security numbers, addresses, dates of birth, and

medical diagnoses. Plaintiffs alleged that approximately 128,000 individuals' personal information may have been impacted by the Data Breach.

3. Plaintiffs filed a putative class action lawsuit against NorthCare, captioned *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, Case No. CJ-2022-279 (D. Ct. Okla. Cty. Okla.), on January 20, 2022. Plaintiffs asserted claims against NorthCare for negligence, breach of implied contract, breach of confidentiality, breach of covenant of good faith and fair dealing, breach of fiduciary duty, and invasion of privacy.

4. On February 28, 2022, NorthCare filed a motion to dismiss pursuant to 12 O.S. § 2012(B)(1) for lack of subject matter jurisdiction and 12 O.S. § 2012(B)(6) for failure to state a claim. On April 28, 2022, the Court granted Defendant's motion and held that Plaintiffs did not establish standing, and therefore, the Court lacked jurisdiction.

5. On May 11, 2022, Plaintiffs filed an Amended Class Action Petition. The Amended Petition asserted claims against NorthCare for negligence, breach of implied contract, breach of fiduciary duty, violations of the Oklahoma consumer protection act, and deceit. Defendant filed a motion to dismiss Plaintiffs' Amended Petition on May 31, 2021, arguing again that Plaintiffs lacked standing to seek relief. On October 21, 2022, the Court granted Defendant's Motion to Dismiss, finding Plaintiffs lacked standing.

6. Plaintiffs appealed the Oklahoma District Court's decision to the Oklahoma Court of Civil Appeals. On May 16, 2024, the Court of Civil Appeals reversed and remanded the decision to dismiss Plaintiffs' claims, returning the lawsuit to the Oklahoma District Court.

7. On June 5, 2024, Defendant filed a Motion to Dismiss under 12 O.S. § 2012(B)(6). On August 12, 2024, the Court denied Defendant's Motion to Dismiss in its entirety. Plaintiffs'

claims for negligence, breach of implied contract, breach of fiduciary duty, violations of the Oklahoma consumer protection act, and deceit remain at issue in this case.

8. The Parties have exchanged initial disclosures; and propounded, served, and responded to first sets of discovery.

9. In August of 2024, the parties agreed to engage in mediation and thereafter scheduled a mediation with John W. Thornton. The Mediation took place on December 12, 2024. During the mediation, significant arm's-length settlement negotiations took place between the Parties and the Parties were successful in reaching an agreement in principle to resolve the Action.

10. The Parties did not discuss attorneys' fees, costs, and expenses, or service awards for Plaintiffs prior to reaching an agreement as to the material terms of the relief for Settlement Class Members. Following extensive negotiations, the Parties reached an agreement in principle as to attorneys' fees, costs, and expenses and service awards.

11. The Parties recognize the outcome of the Action, and the claims asserted in the Action are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members.

12. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action, or those claims that could have been asserted in the Action based upon the Data Incident, by or on behalf of Plaintiffs and the Settlement Class, without any admission of liability or wrongdoing. The Parties intend this Agreement to bind Plaintiffs, NorthCare, and all Settlement Class Members.

13. Plaintiffs and Class Counsel believe that the factual and legal claims asserted in the Action are meritorious. Class Counsel investigated the facts relating to the claims and defenses

alleged and the underlying events in the Action, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Action, and have conducted a thorough assessment of the strengths and weaknesses of the claims in the Action. Plaintiffs and Class Counsel have concluded that it would be in the best interests of the Settlement Class to enter into this Agreement, which interests include the substantial value to be derived by this Settlement and the interests of avoiding the uncertainties of litigation and assuring that the benefits reflected herein are obtained for the Settlement Class; that the Plaintiffs consider the Settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Settlement Class; and Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

14. NorthCare denies each and every claim and contention alleged against it in the Action and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action. NorthCare, despite its belief that it has valid and complete defenses to the claims asserted against it in the Action, has nevertheless agreed to enter into this Agreement to reduce and avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to resolve this controversy, without any admission of wrongdoing or liability whatsoever. NorthCare entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations in the Petition. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is hereby agreed by and among the

Class Representatives, individually and on behalf of the Settlement Class, and NorthCare that, subject to the approval of the Court, the Action be forever resolved, settled, compromised, and dismissed with prejudice on the following terms and conditions:

## II. DEFINITIONS

15. The terms used in this Settlement Agreement, and listed in this section, shall have the following meanings:

- a. **“Action”** means *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, Case No. CJ-2022-279 pending in the District Court of Oklahoma County, State of Oklahoma.
- b. **“Agreement”** of **“Settlement Agreement”** or **“Settlement”** means this Settlement Agreement, Exhibits, and the Settlement embodied herein.
- c. **“Alternative Cash Payment”** means a payment of One Hundred Twenty-Five Dollars and Zero Cents (\$125.00) to each Settlement Class Member who elects to receive this payment in lieu of a claim for Out-of-Pocket Losses, Time Spent, and/or Credit Monitoring.
- d. **“Approved Claim”** means any Claim approved by the Claims Administrator.
- e. **“Calculation Report”** means the Claims Administrator’s detailed report setting out the Claims Administrator’s determination of the total payment to be made by NorthCare for Valid Claims.
- f. **“Cash Benefits”** means validly claimed benefits for reimbursement of Out-of-Pocket/Financial Losses, payments for Lost Time, and Alternative Cash Benefits.
- g. **“Claim”** means a claim for settlement benefits made under the terms of this Settlement Agreement.

- h. **“Claimant”** means a Settlement Class Member who makes a Claim for benefits under this Settlement Agreement.
- i. **“Claims Administrator”** means the third-party settlement administrator—Angeion Group—chosen by the Parties to provide Notice of the Settlement to the Settlement Class and administer the Settlement, subject to approval of the Court.
- j. **“Claims Deadline”** means the final time and date by which a Claim must be postmarked or submitted to the Settlement Website in order for a Class Member to be entitled to any of the settlement consideration contemplated by this Agreement. The Claims Deadline shall be ninety (90) days after the Notice Date.
- k. **“Claim Form”** means the form that the Settlement Class Member must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall be reformatted by the Claims Administrator as needed. The Claim Form template is attached as **Exhibit A** to this Settlement Agreement.
- l. **“Class Counsel”** refers to William B. Federman of Federman & Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Mark S. Reich of Levi & Korsinsky, LLP.
- m. **“Class Representatives”** means Plaintiffs Ana Chavez Maendele and Dakota Wolfskill.
- n. **“Court”** means the Honorable Judge Sheila Stinson for the District Court of Oklahoma County, Oklahoma or such other Court sitting in its stead.
- o. **“Credit Monitoring Services”** means three (3) years of one-bureau credit monitoring that Settlement Class Members may elect as part of their Settlement Class Member Benefit.

- p. **“Data Incident”** means the unauthorized access to or acquisition of PII and PHI on or about May 29, 2021, because of unauthorized access by a third-party during a ransomware attack.
- q. **“Determination Date”** means thirty (30) days after the Claims Deadline and all deadlines applicable to claims supplementation.
- r. **“Effective Date of Settlement”** or **“Effective Date”** means the date upon which the Settlement in the Action shall become effective and final, and occurs when the Final Judgment, as defined below, 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.
- s. **“Fees, Costs, and Expenses”** means the reasonable attorneys’ fees, costs, and expenses awarded by the Court, not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).
- t. **“Final Fairness Hearing”** means the hearing to determine whether the Settlement of the Action should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs and expenses and service awards for the Class Representatives should be approved.
- u. **“Final Judgment”** means a judgment entered by the Court, as discussed in Section XII, below.

- v. **“Long Form Notice”** means **Exhibit C**.
- w. **“NorthCare”** or **“Defendant”** means North Oklahoma County Mental Health Center d/b/a NorthCare.
- x. **“NorthCare’s Counsel”** or **“Defendant’s Counsel”** means Timila S. Rother, Alison M. Howard, and Anthony J. Hendricks of Crowe & Dunlevy.
- y. **“NorthCare Payment”** means the total aggregate amount fundable by NorthCare for Valid Claims, including for Cash Benefits and Credit Monitoring services.
- z. **“Notice”** means the Postcard Notice, substantially in the form included within **Exhibit B**, attached hereto, which is to be mailed to Settlement Class Members via U.S.P.S. first class mail, subject to approval by the Court. Notice also means the publication notice and/or media notice program to be carried out by the Claims Administrator as agreed to by the Parties and as approved by the Court. Further, Notice also means the Long Form Notice, substantially in the form included within **Exhibit C**, attached hereto, which is to be made available to the Settlement Class Members on the Settlement website maintained by the Claims Administrator, without material alteration (except where necessary to render it electronically accessible).
- aa. **“Notice Date”** means the first date upon which the Notice is disseminated.
- bb. **“Notice Deadline”** means the last day by which Notice must begin issuing to the Class and will initially occur thirty (30) days after entry of the Preliminary Approval Order.
- cc. **“Objection Deadline”** means the deadline for objections to the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Deadline.
- dd. **“Opt-Out Deadline”** means the deadline for requests to opt-out of the Settlement to be specified in the Notices, which date shall be sixty (60) days from the Notice Deadline.



- ee. **“Order and Final Judgment”** means an order of the Court granting Final Approval of the Settlement and the corresponding Final Judgment. A proposed form of the Order and Final Judgment is included within **Exhibit D**, attached hereto.
- ff. **“Out-of-Pocket/Financial Losses”** are documented unreimbursed costs or expenditures incurred by a Settlement Class Member that are fairly traceable to the Data Incident. Out-of-Pocket Losses may include, without limitation, the following to the extent they are fairly traceable to the Data Incident: (1) costs incurred on or after May 29, 2021, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (3) credit monitoring or other mitigative costs that were incurred on or after May 29, 2021 through the Notice Deadline; (4) documented unreimbursed costs or expenditures incurred by a Settlement Class Member due to identity theft (these may include, without limitation, falsified tax returns, false claims for government benefits, false claims for medical treatment, among others, incurred on or after May 29, 2021, through the Claims Deadline). Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by NorthCare or otherwise.
- gg. **“Parties”** means (i) Class Representatives, on behalf of themselves and the Settlement Class, and (ii) NorthCare.

- hh. **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.
- ii. **“Petition”** means the Amended Class Action Petition filed by Plaintiffs in the Action on May 11, 2022.
- jj. **“Plaintiffs”** means Ana Chavez Maendele and Dakota Wolfskill.
- kk. **“Postcard Notice”** means **Exhibit B**.
- ll. **“Preliminary Approval Order”** means the proposed order preliminarily approving the Settlement and directing notice to the Settlement Class of the pendency of the Action and of the Settlement, to be entered by the Court. A proposed form of the Preliminary Approval Order is included as **Exhibit E**, attached hereto.
- mm. **“Released Claims”** means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law and any other form of relief that either has been asserted, or could have been asserted, against any of the Released Persons arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures,

statements, representations, omissions or failures to act relating to the Data Incident or described in the Action.

nn. **“Released Parties”** means: NorthCare and all of its respective past, present, and future, direct or indirect, parent companies, partnerships, corporations, subsidiaries, affiliates, divisions, investors, employees, servants, agents, managers, members, providers, partners, principals, directors, shareholders, and owners, and all of its respective attorneys, heirs, executors, administrators, insurers, coinsurers including Federal Insurance Company, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, associates, and assigns, and includes, without limitation, and any Person related to any such entity.

oo. **Service Award**” means the payment the Court may award to the Class Representatives, not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) each, which is in addition to any Settlement Class Member Benefit to which Plaintiffs may be entitled as Settlement Class Members.

pp. **“Settlement”** means the settlement reflected by this Agreement.

qq. **“Settlement Class”** means all living individuals residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident. The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo*

*contendere* to any such charge. All Persons who are members of the Settlement Class shall be referred to as “Settlement Class Members.”

- rr. **“Settlement Class Member Benefit”** means the reimbursement for Out-of-Pocket/Financial Losses, reimbursement for Time Spent, Credit Monitoring, or Alternative Cash Payment, elected by Settlement Class Members.
- ss. **“Settlement Class Opt-Out”** means any person or entity otherwise falling within the definition of the Settlement Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in this Agreement and the Notice.
- tt. **“Time Spent”** means time spent researching the Data Incident, remedying issues related to identity theft or fraud (including misuse of personal information), obtaining credit monitoring, freezing credit reports, or remedying other issues related to the Data Incident.
- uu. **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that is:
  - (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Central time on the Claim Form Deadline; and (e) determined to be valid by the Claims Administrator. The Claims Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the

physical or e-signature. Failure to respond to the Claims Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. SETTLEMENT BENEFITS TO CLASS**

16. Subject to the terms of this Agreement, NorthCare shall make available the following benefits (none of which are mutually exclusive, except for the Alternative Cash Payment which can only be selected in the alternative to and to the exclusion of the other benefits offered) to Settlement Class Members who have submitted a Valid Claim:

17. **Reimbursement for Out-of-Pocket/Financial Losses:** Settlement Class Members who suffered Out-of-Pocket or Financial Losses and timely submit a claim supported by reasonable documentation will be eligible for a payment up to Two Thousand Dollars and Zero Cents (\$2,000.00) per Settlement Class Member.

- a. Settlement Class Members who elect to submit a claim for Out-of-Pocket/Financial Losses Reimbursement must provide the Claims Administrator with the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim as described below; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source.
- b. Documentation supporting Out-of-Pocket Losses may include receipts or other documentation that evidences the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement,

but may be considered to add clarity to or support for other submitted documentation.

- c. No Settlement Class Member shall be eligible for reimbursement of Out-of-Pocket/Financial Losses if they have been reimbursed for these Out-of-Pocket/Financial Losses through another source, including, without limitation, any credit card, or credit monitoring/identity protection or financial service/insurance.
- d. The Claims Administrator shall have the sole discretion and authority, subject to judicial oversight for clear error, to determine whether and to what extent documentation for Out-of-Pocket/Financial Losses reflects losses incurred, are valid claims and are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss and the type of information used to commit identity theft or fraud and whether that information is fairly traceable to the Data Incident. The Claims Administrator may contact Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- e. Claims for reimbursement of Out-of-Pocket-Losses can be combined with claims for reimbursement of Time Spent.

18. **Reimbursement for Time Spent:** Settlement Class Members may submit a claim for up to five (5) hours of attested-to lost time spent remediating identity theft or fraud, including misuse of personal information, credit monitoring or freezing credit reports, or other issues related to the Data Incident at a rate of Twenty Dollars and Zero Cents (\$20.00) per hour for up to five (5) hours (for a maximum of One Hundred Dollars and Zero Cents (\$100.00)) by providing an attestation including a brief description of (1) the action taken in response to the Data Incident; and (2) the time associated with each action. The attestation required does not require notarization.

- a. The Claims Administrator shall have the sole discretion and authority, subject to judicial oversight for clear error to determine whether the prerequisites have been met in order to award payments for reimbursement of Time Spent. The Claims Administrator may contact Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity.
- b. Claims for reimbursement of Time Spent can be combined with claims for reimbursement of Out-of-Pocket Losses.

19. **Credit Monitoring Services:** Settlement Class Members may elect to receive three (3) years of one-bureau Credit Monitoring Services. The service shall include credit monitoring from one (1) credit bureau, access to credit report(s) and identity theft insurance. Settlement Class Members must affirmatively request Credit Monitoring Services by indicating such request on the Claim Form, and codes will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided on the claim form.

20. **Alternative Cash Payment:** In lieu of filing a claim for reimbursement of Out-of-Pocket/Financial Losses, reimbursement for Time Spent, and/or Credit Monitoring Services, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of One Hundred and Twenty-Five Dollars and Zero Cents (\$125.00).

- a. The Claims Administrator shall verify that each person who submits a Claim Form for an Alternative Cash Payment is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for an Alternative Cash Payment. However, the Claim Form must clearly indicate that the Settlement Class Member is electing

to claim the Alternative Cash Payment in lieu of any other benefits made under this Settlement Agreement.

- b. The Claims Administrator may contact Settlement Class Members to seek clarification regarding submitted claims prior to determining their validity. In the event of any ambiguities in the Claim Form, the Claims Administrator must contact the Settlement Class Member prior to making a determination as to its validity and, specifically, whether the Settlement Class Member wishes to file a claim for an Alternative Cash Payment, or any other benefits made available under this Settlement Agreement.

#### **IV. STIPULATED CLASS ACTION CERTIFICATION**

21. Only for purposes of effectuating the Settlement, Class Representatives, Class Counsel, and NorthCare agree and stipulate to certification of the Settlement Class as defined in this Agreement. Class Representatives, Class Counsel, and NorthCare further agree and stipulate that, subject to Court approval, Class Counsel shall act as counsel for the Settlement Class. NorthCare reserves the right to object to class certification de novo in the event this Agreement is terminated for any reason. This Agreement shall have no precedential effect with regard to any motion for certification of a litigation class that may be filed if this matter is not fully and completely resolved through this settlement effort. This Agreement shall have no precedential effect with regard to any other lawsuit against Defendant that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

22. Class Representatives, Class Counsel, and NorthCare agree and stipulate that the Settlement should be approved by the Court, and that the Court should make a determination that the Settlement is fair, reasonable, and adequate, and made in good faith. Class Counsel shall bear



the expenses and responsibility for taking all necessary measures to obtain Court approval, including, without limitation, preparing and filing all papers with the Court necessary for obtaining such approval, and following the required procedures for a good faith determination.

23. Class Representatives, Class Counsel, and NorthCare agree and stipulate that the Parties shall timely submit the motions for Preliminary and Final Approval of the Parties' Settlement to the Court. Consistent with the terms of this Agreement and notwithstanding the rights of the Parties to terminate this Agreement as set forth herein, the Parties and their counsel agree to cooperate and use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.

#### **V. RELEASE**

24. Upon the Effective Date, and without any further action, the Settlement Class Members, including the Class Representatives, for good and valuable consideration the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge any and all Released Claims against each and every one of the Released Parties, and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting, asserting, or maintaining any of the Released Claims in any jurisdiction. Upon the Effective Date, and without any further action, Class Representatives further agree not to knowingly and voluntarily assist in any way any third party in commencing or prosecuting any suit against the Released Parties related to any Released Claim in any jurisdiction. Each Party expressly waives all rights conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of

the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

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

26. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

## **VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE**

27. The Claims Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of this Court.

28. Dissemination of the Notice shall be accomplished by the Claims Administrator and shall comply with the following:

- a. Class Member Information: No later than seven (7) days after entry of the Preliminary Approval Order, NorthCare shall provide the Claims Administrator with the name and, where available, last known physical address of each identified Settlement Class Member (collectively, “Class Member Information”).
  - i. The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the Settlement as provided for in this Agreement, or to provide all data and information in its possession to the Parties’ counsel upon request, the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information. To the extent required under applicable law, the Claims Administrator will execute any Business Associate Agreement or similar confidentiality agreement.
- b. Settlement Website: Prior to the dissemination of the Notice, the Parties agree to direct the Claims Administrator to create a website dedicated to providing information related to the Action and this Settlement, including the Long Form Notice contained within **Exhibit C**. The website will include the information in the Notice, access to relevant publicly available court documents relating to the Action and provide Settlement Class Members with the ability to make Claims and allow Settlement Class Members to submit documents to supplement or cure deficient Claims.

- c. Settlement Toll-Free Number: The Claims Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.
- d. Within twenty-one (21) days of receiving the Class Member Information, the Claims Administrator shall crosscheck the Class Member Information against the National Change of Address directory to ensure the most recent and accurate addresses are used to disseminate the Notice. Upon receipt of any notice of address or forwarding address, the Claims Administrator shall re-mail any Notice so returned with a forwarding address.
- e. Dissemination of Notice: Within thirty (30) days of the Preliminary Approval order, the Claims Administrator shall commence the dissemination of the Notice.
  - i. Postcard Notice: notice shall be given by U.S.P.S. first class mail, via postcard notice with a tear-off claim form, substantially in the form of **Exhibit B** for Settlement Class Members for whom NorthCare has a physical address. Provided that, postcard notice shall not be required to Class Members whose original Notice of Data Security Incident, sent to the address shown in NorthCare's records, was returned as undeliverable.
  - ii. Publication/Media Notice: notice shall also be given to Settlement Class Members via publication notice and/or media notice as proscribed by the Claims Administrator and as agreed to by the Parties. The publication/media notice plan shall have a projected reach rate of at least 70.00%.

- f. Settlement Post Office Box: The Claims Administrator shall establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms.
  - g. All Settlement Class Members shall have ninety days (90) after the Notice Date to make Claims for Class benefits.
29. The notice program shall be designed to provide for maximum clarity and ease of Claim submission. Claims may be made by submitting a paper claim form by mail or by completion of an online claim form to be developed by the Claims Administrator.
30. The Claims Administrator shall inform Class Counsel and NorthCare's Counsel regarding all material aspects of the claims process including Claims made, Claims accepted, Claims rejected, and all substantive communications with Settlement Class Members. Class Counsel may assist Settlement Class Members with the claims process and intercede with the Claims Administrator on their behalf, subject to the limitations of this Settlement Agreement. The Claims Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Claims Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Claims Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim subject to judicial oversight for clear error.
31. The Claims Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Claims Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Claims Administrator shall use its best efforts to determine

whether there is any duplication of claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

33. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Claims Administrator and the Claims Administrator shall advise the Claimant of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Claims Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Claims Administrator shall notify the Claimant using the contact information provided in the Claim Form. The Claims Administrator will complete its initial review of Claim Forms and send any Notices of Deficiency within twenty-one (21) days of the Claims Deadline. A Claimant shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides

the requested information and/or documentation, which support a claim for Settlement Benefits, the Claim shall be deemed a Valid Claim and processed by the Claims Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Claims Administrator shall reduce or deny the Claim unless NorthCare and Class Counsel otherwise agree.

34. Where a good faith basis exists, the Claims Administrator may reduce or reject a Claim for, among other reasons, the following:

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

35. The Claims Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Claims Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or NorthCare's Counsel. Additionally, Class Counsel and NorthCare's Counsel

shall have the right to inspect the Claim Forms and supporting documentation received by the Claims Administrator at any time upon reasonable notice.

36. No person or entity shall have any claim against NorthCare, NorthCare's Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Claims Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement or in a good faith effort to comply with the Settlement.

37. Following expiration of the Claims Deadline and all deadlines applicable to all requests for claim supplementation via a Notice of Deficiency, the Claims Administrator shall within thirty (30) days (the "Determination Date") complete the process of determining whether and if so to what extent each Claim shall be deemed a Valid Claim.

38. On the Determination Date, the Claims Administrator shall deliver a detailed report (the "Calculation Report") to the Parties setting out the Claims Administrator's determinations of the following:

- a. for Valid Claims to which the Claimant is entitled to Settlement Benefits under Section III, including:
  - i. the amount to be funded by NorthCare for Cash Benefits;
  - ii. the number of Valid Claims electing for Credit Monitoring Services;
  - iii. the aggregate amount fundable by NorthCare for Credit Monitoring services,  
and
  - iv. the total of the aggregate amounts fundable by NorthCare (the "NorthCare Payment").
- b. Upon issuance of the Calculation Report, NorthCare and Class Counsel shall have fourteen (14) days to challenge such calculation of the NorthCare Payment by first



asking the Claims Administrator to correct any perceived inaccuracies and, if the Claims Administrator does not do so, by filing an appropriate motion with the Court on grounds the Claims Administrator's determination(s) were clearly erroneous. Absent such a challenge, the amount of the NorthCare's Payment shall be deemed final at the end of the fourteen (14) day period. In the event that a motion challenging the calculation is so filed with the Court, the amount of the NorthCare Payment shall not be deemed final and distribution of Settlement Benefits hereunder shall be suspended (unless expressly otherwise agreed by the Parties or ordered by the Court) until final judicial resolution of the challenge (including any appeals).

- c. NorthCare shall fund payment of all Valid Claims within thirty (30) days after the Effective Date or thirty (30) days after the amount the NorthCare Payment becomes final, whichever is latest.

39. Payments and Credit Monitoring codes for Valid Claims shall be mailed or electronically submitted to Settlement Class Members entitled to such benefits within forty (40) days after the Claims Administrator's receipt of the NorthCare Payment.

40. Acceptance of payment is a condition precedent to any Settlement Class Member's right to receive Settlement Benefits. Cash Payments to Settlement Class Members will be made by electronic payment, unless complications arise in connection with the issuance of an electronic payment, in which case the Claims Administrator shall attempt to make the Cash Payment by check. All settlement checks shall be void one hundred and twenty (120) days after issuance and shall bear the language: "This check must be cashed within 120 days of its date, after which time it is void." If a check becomes void, the Settlement Class Member shall have an additional one

hundred and twenty (120) days after the void date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement Benefits and the Settlement Class Member's right to receive monetary relief shall be extinguished, and NorthCare shall have no obligation to make payments to the Settlement Class Member for Cash Benefits or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than two hundred and forty (240) days from the Effective Date, requests for re-issuance need not be honored after such checks become void, except for good cause as determined by the Claims Administrator in its professional judgment.

41. The Claims Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the activation code.

42. If the Claims Administrator is notified that a Settlement Class Member is deceased after having submitted a Valid Claim while living, and is, accordingly, unable to pay any Cash Benefits validly claimed by the Settlement Class Member, the Claims Administrator is authorized to issue any Cash Benefit validly claimed to the Settlement Class Member's estate upon receiving proof that the Settlement Class Member is deceased and after consultation with Class Counsel and NorthCare's Counsel.

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

44. No Person shall have any claims against the Claims Administrator, Class Representatives, Class Counsel, NorthCare, or NorthCare's Counsel based on distribution of benefits to Settlement Class Members. Nothing contained herein shall be deemed a release of any claim against the Claims Administrator for its breach of fulfilling its duties due under its administration obligations.

45. The Parties, Class Counsel, NorthCare's Counsel and the Released Persons shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of claims made or benefits available pursuant to this Agreement; (iii) the formulation, design or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (iv) the determination, administration, calculation or payment of any claims made pursuant to this Agreement.

## **VII. OPT-OUT PROCEDURES**

46. Under the procedure set forth in the Notice, Settlement Class Members have the right and ability to exclude themselves from the Settlement Class as set forth in the proposed preliminary approval order. In order to validly be excluded from the Settlement, the Settlement Class Member must send a letter to the Claims Administrator no later than sixty (60) days after the Notice Date, stating he or she wants to be excluded from the Settlement in the Action and include his or her name, address, and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action). If the opt-out is untimely

or otherwise fails to comply with any of the provisions for a valid opt-out, it shall not be considered a valid opt-out.

47. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any benefits from or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Paragraph 46, above, shall be bound by the terms of this Settlement Agreement and Final Judgment entered thereon.

48. The Claims Administrator shall cause copies of requests for exclusion from Settlement Class Members to be provided to Class Counsel and NorthCare's Counsel as they are received. No later than ten (10) days after the Opt-Out Date, the Claims Administrator shall provide Class Counsel and NorthCare's Counsel with a complete and final list of all known Settlement Class Members who have excluded themselves from the Settlement. Class Counsel shall provide this information to the Court before the Final Fairness Hearing.

#### **VIII. OBJECTION PROCEDURES**

49. The Notice will inform the Settlement Class Members that they may submit a written objection in this case, *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, Case No. CJ-2022-279 (Dist. Court Within and For Oklahoma County, Oklahoma.), before the Honorable Judge Sheila Stinson for the District Court of Oklahoma County, Oklahoma. To be valid, an objection must state: (a) the objector's full name, address, telephone number (if any), and email address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will

appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

50. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

51. The Notice will further inform Settlement Class Members that to be considered timely, any valid objection in the appropriate form must be filed with the Clerk for the District Court of Oklahoma County, Oklahoma no later than sixty (60) days after the Notice Date. The Notice will also inform Settlement Class Members that they must mail a copy of their objection to the following three different places, postmarked no later than sixty (60) days after the Notice Date:

<b>Court</b>	<b>Class Counsel</b>	<b>NorthCare's Counsel</b>
Clerk of Court, District Court of Oklahoma County, Oklahoma 321 Park Ave. Oklahoma City, OK 73102	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Avenue, Oklahoma City, OK 73120	Timila S. Rother, Alison M. Howard, and Anthony J. Hendricks Crowe & Dunlevy 324 North Robinson, Suite 100, Oklahoma City, OK 73102

52. The Parties agree that Plaintiffs and Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any argument(s) in response to any objector.

53. Any Settlement Class Member who fails to comply with the requirements for objecting in this Section VIII shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section VIII. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal and not through a collateral attack.

#### **IX. NOTICE AND ADMINISTRATION EXPENSES**

54. All costs of notice and administration, including without limitation, the fees and expenses of the Claims Administrator, shall be paid separately by NorthCare directly to the Claims Administrator.

#### **X. ATTORNEYS' FEES, COSTS, EXPENSES AND INCENTIVE AWARDS**

55. Plaintiffs will move the Court for an order awarding Class Counsel's application of attorneys' fees and costs and expenses in an amount not to exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

56. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class.

57. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Class Counsel and any

other attorney(s) for Plaintiffs. NorthCare and the Released Persons shall have no liability or any other responsibility for allocation of any such attorneys' fees and costs.

58. Plaintiffs will also move the Court for an order awarding a Service Award not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) per Class Representative. NorthCare shall pay any Service Awards ordered by the Court in addition to any benefits provided to Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees, costs, and expenses. The Parties did not discuss or agree upon payment of service awards until after they agreed on all material terms of relief to the Settlement Class.

59. Any attorneys' fees, costs, and expenses awarded by the Court as well as any Service Awards awarded by the Court shall be paid by NorthCare within twenty-one (21) days after the Effective Date or NorthCare's Counsel's receipt of a completed IRS Form W-9 for Class Counsel and payment instructions from Class Counsel, whichever is later.

60. The amount(s) of the award of attorneys' fees, costs, and expenses, and the awards of Service Awards to the Class Representatives, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Class Counsel will file a fee petition within forty-five (45) days after the Notice Deadline. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, and expenses, and/or service awards ordered by the Court to the Class Counsel or Class Representatives shall affect whether the Settlement becomes effective and final or constitute grounds for cancellation or termination of this Settlement Agreement, except that the payment of the attorneys' fees, costs, and expenses, as agreed to in this Section, will not be paid until any appeal or other review proceeding regarding the attorneys' fees, costs, and expenses has been resolved.

## **XI. PRELIMINARY APPROVAL OF SETTLEMENT**

61. Within seven (7) days after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file a Motion for Preliminary Approval of the Settlement with the Court requesting entry of the Preliminary Approval Order attached to Plaintiffs' Motion for Preliminary Approval, which is attached hereto as **Exhibit E**, requesting, inter alia:

- a. Certification of the Settlement Class for settlement purposes only;
- b. Preliminary approval of the Settlement Agreement as set forth herein;
- c. Appointment of Class Counsel as counsel for the Settlement Class;
- d. Appointment of Class Representatives as representatives for the Settlement Class;
- e. Approval of a form of notice, which includes a notice to be individually mailed to the Settlement Class Members, as well as a detailed long form notice that will be posted on the Settlement Website;
- f. Appointment of a Claims Administrator as jointly agreed by the Parties.

62. Class Counsel shall provide NorthCare's Counsel with a draft of the Motion for Preliminary Approval before filing and provide the opportunity to review and comment. NorthCare and NorthCare's Counsel shall cooperate with Class Counsel to obtain preliminary approval of the Settlement consistent with the terms herein.

## **XII. FINAL JUDGMENT**

63. If the Preliminary Approval Order is entered by the Court, Class Counsel will move the Court, within the time frames contemplated by the Preliminary Approval Order, for entry of an Order and Final Judgment substantially similar to the form attached hereto as **Exhibit D**.



64. Class Counsel shall provide NorthCare's Counsel with a draft of the Motion for Final Approval before filing and provide the opportunity to review and comment. NorthCare and NorthCare's Counsel shall cooperate with Class Counsel to obtain final approval of the Settlement consistent with the terms herein.

### **XIII. TERMINATION**

65. NorthCare and Plaintiffs shall each have the right to terminate this Agreement by providing written notice of their election to do so to each other within seven (7) days of: (1) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Agreement and indicating that it would not enter a Preliminary Approval if the Parties make revisions that were materially consistent with this Agreement; (2) the Court declining to enter an Order and Final Judgment in a form materially consistent with this Agreement (other than determining, in the Court's sole discretion, the amount of the attorneys' fees and expenses award and service awards in accordance with this Agreement) and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Agreement; (3) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Agreement (except with respect to the amount of the attorneys' fees and expenses or Service Awards); (4) NorthCare's receipt of more than seventy-five (75) Opt-Outs (exclusions) after the Opt-Out Deadline from the Claims Administrator; or (5) the mutual agreement of Plaintiffs and NorthCare to terminate this Agreement. If an option to terminate this Agreement arises under this Paragraph, no Party is required for any reason or under any circumstance to exercise that option. In the event NorthCare opts to terminate this Agreement pursuant to this Paragraph 65, NorthCare shall be obligated to

pay all settlement expenses already incurred for notice and class administration. In the event Plaintiffs opt to terminate this Agreement pursuant to this Paragraph 65, Plaintiffs shall be obligated to pay all settlement expenses already incurred for notice and class administration. Notwithstanding any statement in this Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses and/or service awards shall constitute grounds for cancellation or termination of the Agreement.

66. In the event any of the parties exercise the right to termination enumerated in Paragraph 65, then (a) the Parties shall be restored to their respective positions in the Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Agreement shall have no further force and effect with respect to Parties and shall not be used in the Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc.

#### **XIV. NO ADMISSION OF WRONGDOING OR LACK OF MERIT**

67. The terms of this Settlement (whether the Settlement becomes final or not), the negotiations leading up to this Settlement, the fact of the Settlement, and the proceedings taken pursuant to the Settlement, shall not: (a) be construed as an admission of liability or an admission of any claim or defense on the part of any Party, in any respect; (b) form the basis for any claim of estoppel by any third-party against any of the Released Parties; or (c) be admissible in any action, suit, proceeding, or investigation as evidence, or as an admission of any wrongdoing or liability

whatsoever by any Party, or as evidence of the truth of any of the claims or allegations contained in the Petition.

## **XV. MISCELLANEOUS PROVISIONS**

68. This Agreement, including the exhibits hereto, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties hereto, and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein.

69. The Parties to the Settlement intend and agree that the Settlement is a final and complete resolution of all disputes related to the Action by the Class Representatives and the Settlement Class Members who have not timely excluded themselves from the Settlement.

70. The Parties agree that the benefits provided herein, and the other terms of the Settlement were negotiated at arm's length in good faith by the Parties to the Settlement and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

71. This Settlement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

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

73. The Parties hereby irrevocably submit to the continuing and exclusive jurisdiction of the Court for any suit, action, proceeding, or disputing arising out of or relating to this Settlement as embodied in the Settlement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Action.

74. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to the Settlement shall exchange among themselves original signed counterparts. Electronically transmitted signatures are valid signatures as of the date thereof.

75. The construction, interpretation, operation, effect, and validity of the Settlement, and all documents necessary to effectuate it, shall be governed by the laws of the State of Oklahoma. The Parties understand and agree that any disputes arising out of the Settlement shall be governed and construed by and in accordance with the laws of the State of Oklahoma.

76. The Settlement shall not be construed more strictly against one Party to the Settlement than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that the Settlement is the result of arm's-length negotiation between the Parties to the Settlement, and all Parties to the Settlement have contributed substantially and materially to the preparation of the Settlement.

77. Any and all counsel and Parties to the Settlement who execute the Settlement and any of the exhibits hereto, or any related Settlement documents, represent that they have reviewed and understand those documents and have the full authority to execute the Settlement, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

78. The waiver by any Party for any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous of this Agreement.

79. Class Counsel and NorthCare's Counsel agree to recommend approval of the Settlement by the Court and to undertake their best efforts and cooperate fully with one another in

seeking Court approval of the Preliminary Approval Order and the Settlement and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement and the entry of the Final Judgment.

80. Plaintiffs represent and warrant that they have not assigned or transferred any interest in the Action, which is the subject of this Agreement, in whole or in part. Plaintiffs acknowledge that they have been represented by counsel of their choosing in the Action and the negotiation and execution of this Agreement, that they fully understand this Agreement, and that they have had a reasonable and sufficient opportunity to consult with counsel before executing this Agreement.

81. The provisions of this Agreement, and any orders, pleadings or other documents entered in furtherance of this Agreement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after hearing upon application of a Party hereto, (iii) in order to establish payment or a defense in a subsequent case, including res judicata, or (iv) to obtain Court approval of this Agreement.

82. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

83. Prior to entry of the Order and Final Judgment, this Agreement may, with approval of the Court, be modified by written agreement of the Parties or their counsel, who may only sign with the permission of their clients, without giving any additional notice to the Settlement Class, provided that such modifications are not materially adverse to the Settlement Class. To the extent that Class Members desire to be notified regarding any additional changes as described in this paragraph, or otherwise after the initial notice of the Settlement, the preliminary approval hearing

and the Final Fairness Hearing, they must file with the Settlement Court in this Action a request for notice, or send such a request in writing to the Claims Administrator or Class Counsel, who shall maintain a list of all such requests that are received. Class Members who have and who provide an e-mail address agree to electronic notification. The provisions of this section advising Class Members of this requirement shall be included in the Settlement Long Form Notice.

84. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal or unenforceable provision had never been included in the Agreement.

85. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

86. The Claims Administrator shall keep confidential any personal identifying information of the Class Members, and any financial information of NorthCare, that has or may come into their possession. The Claims Administrator shall retain copies or images of all mailed notices or records thereof, returned mailed notices, correspondence related to the Settlement and Settlement checks for a period of one-hundred and eighty (180) days after the Effective Date. After this time, the Claims Administrator will provide these records to NorthCare's Counsel, and the Claims Administrator shall destroy any such documentary records they have in their possession.

87. NorthCare may communicate with the Settlement Class Members in the ordinary course of its business. NorthCare will refer inquiries regarding this Agreement and the administration of the Settlement to the Claims Administrator and/or Class Counsel.

IN WITNESS WHEREOF, the Parties have, through their respective counsel, executed this Settlement Agreement as of the date first written above.

**SIGNATURES OF THE PARTIES**

**PLAINTIFFS:**

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**ANA CHAVEZ MAENDELE**

Date: \_\_\_\_\_

---

**DAKOTA WOLFSKILL**

Date: \_\_\_\_\_

**COUNSEL FOR PLAINTIFFS AND THE CLASS:**

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**WILLIAM B. FEDERMAN**

Date: \_\_\_\_\_

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**DAVID K. LIETZ**

Date: \_\_\_\_\_

---

**MARK S. REICH**

Date: \_\_\_\_\_

**DEFENDANT NORTH OKLAHOMA COUNTY MENTAL HEALTH CENTER d/b/a  
NORTHCARE:**

Date: \_\_\_\_\_

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

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

**COUNSEL FOR DEFENDANT NORTH OKLAHOMA COUNTY MENTAL HEALTH  
CENTER d/b/a NORTHCARE:**

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**TIMILA S. ROTHER**

Date: \_\_\_\_\_



# EXHIBIT A

**USE THIS FORM ONLY IF YOU ARE SETTLEMENT CLASS MEMBER**

**GENERAL INSTRUCTIONS**

If you received Notice of this Settlement, the Claims Administrator identified you as a Settlement Class Member because your personal information may have been involved in the Data Incident. You may submit a Claim for Settlement Class Member Benefits, outlined below. Please refer to the Long Form Notice posted on the Settlement Website, [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com), for more information on submitting a Claim Form.

**To receive Settlement Class Member Benefits including Out-of-Pocket/Financial Losses, Time Spent, Credit Monitoring Services, or an Alternative Cash Payment, you must submit the Claim Form below by <<Claim Form Deadline>>.**

This Claim Form may be submitted electronically *via* the Settlement Website at [www.xxxxxxxxxxxx.com](http://www.xxxxxxxxxxxx.com) or completed and mailed to the address below. If you choose to complete and mail in a Claim Form, please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

*Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a Northcare,*  
c/o [XXX](#)

PO Box [XXXX](#)

[XXXX](#)

**You may submit a Claim for the following Settlement Class Member Benefits**

Reimbursement for Out-of-Pocket/Financial Losses: Settlement Class Members who incurred documented Out-of-Pocket or Financial Losses fairly traceable to the Data Incident may make a claim for reimbursement up to \$2,000.00 per person, with the submission of supporting documents

Reimbursement for Time Spent: Settlement Class members may also submit a claim for up to 5 hours at \$20.00 per hour (for a total of \$100.00) for attested-to Time Spent remediating identity theft or fraud, including misuse of personal information, credit monitoring, freezing credit reports, or other issues related to the Data Incident.

Credit Monitoring Services: In addition to the cash payments described above, Settlement Class Members may also make a claim for three (3) years of one (1) bureau Credit Monitoring Services.

**OR**

Alternative Cash Payment: In lieu of filing a claim for reimbursement for Out-of-Pocket/Financial Losses, reimbursement for Time Spent, and/or Credit Monitoring Services, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of \$125.00 per person.

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

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

\_\_\_\_\_

First Name

Last Name

**ALL INFORMATION IS REQUIRED**

Address 1

Address 2

City

State

Zip Code

Email : \_\_\_\_\_ @ \_\_\_\_\_

Telephone Number: ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

**II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP**

☐

Check this box to certify you are a living individual residing in the United States whose personal information was or may have been accessed or acquired in the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice or, if you did not receive a Postcard Notice, the last four digits of your Social Security Number:

Class Member ID : \_\_\_\_\_

**III. PAYMENT SELECTION**

All Cash Payments will be paid by electronic payment. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**IV. CASH PAYMENT**

**DO NOT COMPLETE THIS SECTION IF YOU WANT TO SELECT THE ALTERNATIVE CASH PAYMENT OPTION OF \$125.00 BELOW.**

***REIMBURSEMENT FOR OUT-OF-POCKET/FINANCIAL LOSSES***

Settlement Class Members may seek Out-of-Pocket/Financial Losses by submitting a valid and timely Claim Form and reasonable supporting documentation for losses fairly traceable to the Data Incident such as (1) costs incurred on or after May 29, 2021, associated with accessing or freezing/unfreezing credit

reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Out-of-Pocket Losses, such as notary, fax, postage, copying, mileage, and long-distance telephone charges; (3) credit monitoring or other mitigative costs that were incurred on or after May 29, 2021 through the Notice Deadline; (4) documented unreimbursed costs or expenditures incurred by a Settlement Class Member due to identity theft (these may include, without limitation, falsified tax returns, false claims for government benefits, false claims for medical treatment, among others, incurred on or after May 29, 2021, through the Claims Deadline).

Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by NorthCare or otherwise.

**You must submit documentation to obtain this reimbursement.**

☐ I have attached documentation showing that the claimed losses were fairly traceable to the Data Incident.

Description of the Loss	Date of Loss	Amount	Description of Supporting Documentation
Example: Identity Theft Protection Service	0 7 – 1 7 – 2 0 M DD YY M	\$50.00	Copy of identity theft protection service bill
Example: Travel expenses resulting from a breach	0 2 – 3 0 – 2 1 M DD YY M	\$25.00	Copy of the receipts for travel and related expenses
	– –	\$ ●	
	M DD YY M		
	– –	\$ ●	
	M DD YY M		
	- -	\$ ●	
	M DD YY M		
	– –	\$ ●	
	M DD YY M		

	M DD YY		
	M		

### **COMPENSATION FOR TIME SPENT**

All Settlement Class Members may also claim up to 5 hours of lost time, at a rate of \$20.00 an hour (for a maximum of \$100.00), for time spent remedying identity theft or fraud, including misuse of personal information, credit monitoring freezing credit reports, or other issues related to the Data Incident. All such lost time must be reasonably described and supported by an attestation that includes a brief description of the action taken in response to the Data Incident and the time associated with each action. The attestation does not require notarization or other supporting documentation.

Hours claimed (up to 5 hours – check one box)

☐ 1 Hour    ☐ 2 Hours    ☐ 3 Hours    ☐ 4 Hours    ☐ 5 Hours

☐ I attest and affirm to the best of my knowledge and belief that any claimed lost time was spent related to the Data Incident.

Description of the Time Spent	Date of Time Spent	Duration (Amount) of Time Spent
Example: Calls to bank to investigate fraudulent charges	0 7 – 1 7 – 2 0 MM DD YY	20 minutes
Example: Submit request to freeze credit with Experian	0 2 – 3 0 – 2 1 MM DD YY	10 minutes
	– – MM DD YY	
	– – MM DD YY	
	– – MM DD YY	

### **V. CREDIT MONITORING SERVICES CLAIM**

By checking the box below, I choose, ***in addition*** to reimbursement for Out-Of-Pocket/Financial Losses or Time Spent (if applicable) to make a Claim for Credit Monitoring Services that will include: three (3) years of credit monitoring from one (1) credit bureau, access to credit report(s) and identity theft insurance.

☐ Check this box to receive a code for 3 years of Credit Monitoring Services.

---

## VI. ALTERNATIVE CASH PAYMENT

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By checking the box below, I choose a cash payment of \$125.00 *in lieu of* reimbursement for Out-of-Pocket/Financial Losses, Time Spent, or Credit Monitoring Services.

**NOTE: YOU MAY NOT FILE FOR REIMBURSEMENT FOR OUT-OF-POCKET/FINANCIAL LOSSES, REIMBURSEMENT FOR TIME SPENT, OR CREDIT MONITORING SERVICES IF YOU ARE FILING FOR THE ALTERNATIVE CASH PAYMENT IN THIS SECTION.**

☐ Yes, I choose the Alternative Cash Payment of \$125.00 *in lieu of* reimbursement Out-of-Pocket/Financial Losses, Time Spent, or Credit Monitoring Services.

---

## VII. ATTESTATION & SIGNATURE

---

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

\_\_\_\_\_  
Signature

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

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

# **EXHIBIT B**

**A proposed Settlement has been reached in a class action lawsuit known as *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, CJ-2022-279 (“Action”), which is currently pending in the District Court of Oklahoma County, Oklahoma.**

**What is this case about?** A class action settlement has been reached in a case known as *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, CJ-2022-279 (“Action”), filed in the District Court of Oklahoma County, Oklahoma. The individuals who sued are called the “Plaintiffs” or “Class Representatives” and the company they sued, North Oklahoma County Mental Health Center, d/b/a NorthCare (“NorthCare”), is known as the “Defendant.” Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose personal information was or may have been accessed or acquired as a result of a data security incident involving a ransomware attack. The Action alleges that the unauthorized access to or acquisition of the personal information of the Plaintiffs and Settlement Class Members occurred as a result of unauthorized access to NorthCare’s computer servers, and that such unauthorized access or acquisition took place on or about May 29, 2021 (“Data Incident”). Subsequently, this Action was filed asserting claims against Defendant relating to the Data Incident. Defendant denies any wrongdoing.

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

Settlement Class Member: all living individuals residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident.

Excluded from the Settlement Class are (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

**What are the benefits?** The Settlement provides the following Settlement Class Member Benefits:

Reimbursement for Out-of-Pocket/Financial Losses: Settlement Class Members who incurred documented Out-of-Pocket or Financial Losses fairly traceable to the Data Incident may make a claim for reimbursement up to \$2,000.00 per person, with the submission of supporting documents

Reimbursement for Time Spent: Settlement Class members may also submit a claim for up to 5 hours at \$20.00 per hour (for a total of \$100.00) for attested-to Time Spent remediating identity theft or fraud, including misuse of personal information, credit monitoring, freezing credit reports, or other issues related to the Data Incident.



Credit Monitoring Services: In addition to the cash payments described above, Settlement Class Members may also make a claim for three (3) years of one (1) bureau Credit Monitoring Services.

**OR**

Alternative Cash Payment: In lieu of filing a claim for reimbursement for Out-of-Pocket/Financial Losses, reimbursement for Time Spent, and/or Credit Monitoring Services, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of \$125.00 per person.

**How do I make a Claim?** You must file a Claim Form by mail postmarked by <<Claim Form Deadline>>, and mailed to the Claims Administrator's address below, or online at <<Settlement Website>> by <<Claim Form Deadline>> to receive any benefit.

**What are my other rights?**

- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue NorthCare and all other Released Parties in the Settlement, and you will not get any money as a Settlement Class Member.
- **Opt Out** You can exclude yourself from the Settlement and keep your right to sue individually for the claims being released in the Settlement, but you will not get any money from the Settlement. You must submit a request to opt-out to the Claims Administrator by <<Opt-Out Period>>.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your objection must be submitted by <<Objection Period>>.

Detailed instructions on how to file a Claim Form, exclude yourself, or object, can be found on the Long-Form Notice found on the Settlement Website: <<Settlement Website>>.

The Court will hold the Final Approval Hearing on <<Final Approval Hearing Date>> at <<Time>> CST, to consider whether the proposed Settlement is fair, reasonable, and adequate, to consider an award of attorneys' fees and expenses up to \$250,000.00, and a Service Award of \$2,000.00 to the Class Representatives, and to consider whether and if the Settlement should be approved. You may attend the hearing, but you don't have to. For additional information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other Court documents, visit the Documents section of the Settlement Website, <<Settlement Website>>, or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, c/o XXX Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

# EXHIBIT C

## **NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

**If Your Personal Information Was or May Have Been Accessed or Acquired in the North Oklahoma County Mental Health Center, d/b/a NorthCare (“NorthCare”) Data Incident, You May Be Eligible For Benefits From A Class Action Settlement.**

***This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Notice.***

- A proposed Settlement been reached in a class action lawsuit known as *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, CJ-2022-279 (“Action”), filed in the District Court of Oklahoma County, Oklahoma.
- The Plaintiffs in the Action allege that on or about May 29, 2021, the unauthorized access to or acquisition of the personal information of the Plaintiffs and Settlement Class Members occurred as a result of unauthorized access to NorthCare’s computer servers (the “Data Incident”). NorthCare denies the allegations and maintains that it has defenses to the Action, and that it was prepared to vigorously defend the lawsuit.
- All Settlement Class Members may elect to receive cash reimbursements and Credit Monitoring, or an Alternative Cash Payment, as set forth below:

Reimbursement for Out-of-Pocket/Financial Losses: Settlement Class Members who incurred documented Out-of-Pocket or Financial Losses fairly traceable to the Data Incident may make a claim for reimbursement up to \$2,000.00 per person, with the submission of supporting documents

Reimbursement for Time Spent: Settlement Class members may also submit a claim for up to 5 hours at \$20.00 per hour (for a total of \$100.00) for attested-to Time Spent remedying identity theft or fraud, including misuse of personal information, credit monitoring, freezing credit reports, or other issues related to the Data Incident.

Credit Monitoring Services: In addition to the cash payments described above, Settlement Class Members may also make a claim for three (3) years of one (1) bureau Credit Monitoring Services.

Alternative Cash Payment: In lieu of filing a claim for reimbursement for Out-of-Pocket/Financial Losses, reimbursement for Time Spent, and/or Credit Monitoring Services, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of \$125.00 per person.

Settlement Class Members are:

All living individuals residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident.

Excluded from the Settlement Class are: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

***YOUR LEGAL RIGHTS ARE AFFECTED REGARDLESS OF WHETHER YOU DO OR DO NOT ACT. READ THIS NOTICE CAREFULLY.***

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	<p><b>You must submit a Valid Claim Form to get a Cash Payment or Credit Monitoring from this Settlement.</b></p> <p>Claim Forms must be submitted online or mailed and postmarked no later than &lt;&lt;Claim Form Deadline&gt;&gt;.</p>
<b>Do Nothing</b>	<p>If you do nothing, you remain in the Settlement.</p> <p>You also give up your rights to sue NorthCare or any of the other Released Parties, and you will not get any of the Settlement Class Member Benefits (cash compensation or offer of free credit monitoring).</p>
<b>Opt Out of the Settlement</b>	<p><b>Get out of the Settlement. Get no Cash Payment or Credit Monitoring. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue individually for the claims being released in the Settlement. You will not get any money from the Settlement if you opt out</p> <p>Your request to opt out must be mailed and postmarked no later than &lt;&lt;Opt out Period&gt;&gt;.</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be filed with the Court and postmarked no later than &lt;&lt;Objection Period&gt;&gt;.</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the Settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for &lt;&lt;Final Fairness Hearing&gt;&gt;, at &lt;&lt;Time&gt;&gt; a.m. CT (&lt;&lt;Time&gt;&gt; ET).</p>

## WHAT THIS LONG FORM NOTICE CONTAINS

### **Basic Information ..... Page X**

How do I know if I am affected by the Action and Settlement?

What is this case about?

Why is there a Settlement?

Why is this a class action?

How do I know if I am included in the Settlement?

### **The Settlement Benefits ..... Pages X**

What does this Settlement provide?

How do I submit a Claim Form?

What am I giving up as part of the Settlement?

Will the Class Representatives receive compensation?

### **Exclude Yourself ..... Pages X**

How do I opt out from the Settlement?

If I do opt out, can I sue later?

What happens if I do nothing at all?

### **The Lawyers Representing You ..... Pages X**

Do I have a lawyer in the case?

How will the lawyers be paid?

### **Objecting to the Settlement ..... Pages X**

If I do not like the Settlement, how do I tell the Court?

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

### **The Final Fairness Hearing ..... Pages X**

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

Do I have to come to the hearing?

May I speak at the hearing?

### **Get More Information ..... Page X**

How do I get more information about the Settlement?

## BASIC INFORMATION

### 1. How do I know if I am affected by the Action and Settlement?

You are a Settlement Class Member if you are living individual residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident.

The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

This Long Form Notice explains the nature of the Action and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this case about?

This case is known as *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, CJ-2022-279 (“Action”), filed in the District Court of Oklahoma County, Oklahoma. The individuals who sued are called the “Plaintiffs” or “Class Representatives” and the company they sued, North Oklahoma County Mental Health Center, d/b/a NorthCare, (“NorthCare”) is known as the “Defendant” in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of all others whose personal information accessed or acquired as a result of the Data Incident.

The Plaintiffs alleged that on or about May 29, 2021, the unauthorized access to or acquisition of the personal information of the Plaintiffs and Settlement Class Members occurred as a result of unauthorized access to NorthCare’s computer servers (the “Data Incident”). NorthCare maintains that it has defenses to the Action, and that it was prepared to vigorously defend the lawsuit.

Defendant denies all claims asserted against it in the Action and denies all allegations of wrongdoing and liability.

### 3. Why is there a Settlement?

The Parties agreed to settle the Action and all claims arising out of or related to the allegations or subject matter of the Amended Class Action Petition for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Action. The Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and in the best interest of the Settlement Class. The Court did not decide in favor of the Plaintiffs or Defendant but must approve this Settlement. Full details about the proposed Settlement are found in the Settlement Agreement available at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

#### **4. Why is this a class action?**

In a class action, one or more people called “Class Representatives” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class members.”

#### **5. How do I know if I am included in the Settlement?**

You are included in the Settlement Class if you are a living individual residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com), call toll free (XXX) XXX-XXXX, or write to *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare, c/o Settlement Administration*, PO Box XXXX.

#### **6. What does this Settlement provide?**

The proposed Settlement will provide the following benefits to Settlement Class Members:

Reimbursement for Out-of-Pocket/Financial Losses: Settlement Class Members who incurred documented Out-of-Pocket or Financial Losses fairly traceable to the Data Incident may make a claim for reimbursement up to \$2,000.00 per person, with the submission of supporting documents

Reimbursement for Time Spent: Settlement Class members may also submit a claim for up to 5 hours at \$20.00 per hour (for a total of \$100.00) for attested-to Time Spent remediating identity theft or fraud, including misuse of personal information, credit monitoring, freezing credit reports, or other issues related to the Data Incident.

Credit Monitoring Services: In addition to the cash payments described above, Settlement Class Members may also make a claim for three (3) years of one (1) bureau Credit Monitoring Services.

Alternative Cash Payment: In lieu of filing a claim for reimbursement for Out-of-Pocket/Financial Losses, reimbursement for Time Spent, and/or Credit Monitoring Services, Settlement Class Members may make a claim to receive an Alternative Cash Payment in the amount of \$125.00 per person.

Claims will be subject to review for completeness and validity by the Claims Administrator.

If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims against the Released Parties without receiving a Settlement Class Member Benefit.

#### **7. How do I submit a Claim Form?**

You must submit a Claim online at the Settlement Website ([www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com)) or send a

hard copy of the Claim Form to the Claims Administrator at the following address: [REDACTED]. All Claim Forms will be reviewed by the Claims Administrator for completeness and validity. Claim Forms must be postmarked or submitted online no later than <<Claim Form Deadline>>. For more information, please visit [www.xxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxx.com), or you can call the Claims Administrator at (XXX) XXX-XXXX for a Claim Form.

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

If you stay in the Settlement Class, you will be eligible to receive the benefits outlined herein, but you will not be able to separately sue NorthCare, nor any of its past, present, and future, direct or indirect, parent companies, partnerships, corporations, subsidiaries, affiliates, divisions, investors, employees, servants, agents, managers, members, providers, partners, principals, directors, shareholders, and owners, and all of its respective attorneys, heirs, executors, administrators, insurers, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, associates, and assigns, and includes, without limitation, any Person related to any such entity (collectively, “Released Parties”), regarding claims relating to the Data Incident.

The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Parties, is available at [www.xxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxx.com).

The only way to keep the right to sue the Released Parties regarding the Data Incident is to opt out of the Settlement (*see* Question 10). Otherwise, you will be included in the Settlement Class, and if the Settlement is approved, you give up the right to sue for these claims.

## **9. Will the Class Representatives receive compensation?**

Yes. If approved by the Court, the two Class Representatives may each receive a Service Award of up to \$2,000.00, to compensate them for their services and efforts in bringing the Action. The Court will make the final decision as to the amount, if any, to be paid to the Class Representatives.

### **EXCLUDE YOURSELF**

## **10. How do I opt out of the Settlement?**

If you do not want to be included in the Settlement, you must “opt out” by sending a timely request to opt out, stating your full name, address, and telephone number. Your request to opt out must state that you want to be excluded from the Settlement in the Action and include your name, address, and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action).

Your written Request to Opt out must be postmarked no later than <<Opt out Period>> to:

*Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a  
NorthCare*

c/o [administrator] Settlement Administration

PO Box XXXX

XXXX



Instructions on how to submit a request to opt out are available at [www.aaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaa.com) or from the Claims Administrator by calling (XXX) XXX-XXXX.

If you opt out, you will not be able to receive any of the Settlement Class Member Benefits, and you cannot object to the Settlement at the Final Fairness Hearing. You will not be legally bound by anything that happens in the Action, and you will keep your right to sue Defendant on your own for the claims that this Settlement resolves.

**11. If I do not opt out, can I sue later?**

No. If you do not opt out of the Settlement, and the Settlement is approved by the Court, you forever give up the right to sue the Released Parties (listed in Question 8) for the claims this Settlement resolves.

**12. What happens if I do nothing at all?**

If you do nothing, you will be bound by the Settlement if the Court approves it, you will not get any money or reimbursement from the Settlement, you will not be able to start or proceed with a lawsuit against the Released Parties arising from the Data Incident, or be part of any other lawsuit against the Released Parties (listed in Question 8) related to the settled claims in this case at any time.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

Yes. The Court has appointed William B. Federman of Federman & Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Mark S. Reich of Levi & Korsinsky, LLP. (called “Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

On or before <<45 days after the Notice Date>>, Class Counsel will file an application with the Court for attorneys’ fees, costs, and expenses and Class Representative service awards. Class Counsel will petition the Court for up to \$250,000.00 in attorneys’ fees, costs, and expenses and up to \$2,000.00 in service awards for each of the Class Representatives. A copy of the application will be posted on this Settlement Website, [www.aaaaaaaaaaaaa.com](http://www.aaaaaaaaaaaaa.com), after it is filed. The Court will make the final decision as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

## OBJECTING TO THE SETTLEMENT

### 15. If I do not like the Settlement, how do I tell the Court?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you must file an Objection with the Court and serve it on Class Counsel, NorthCare's Counsel, and the Claims Administrator by <<Objection Period>> (the last day of the "Objection Period") stating why you do not think the Settlement should be approved.

To be valid, each Objection must set forth the following:

- a. the objector's full name, address, telephone number (if any), and email address (if any);
- b. information identifying the objector as a Settlement Class Member;
- c. a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit;
- d. the identity of all lawyers (if any) representing the objector;
- e. the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing;
- f. a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection;
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing;
- h. the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative;
- i. a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years; and
- j. a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

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

Your objection must be filed with the Clerk of Court by <<Objection Period>> (the last day of the "Objection Period") and must also include the case name and docket number *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, Case No. CJ-2022-279 ("Action"). It will be filed in District Court of Oklahoma County, Oklahoma. The address of the Clerk of Court is as follows:

Clerk of Court,  
District Court of Oklahoma County, Oklahoma  
321 Park Ave.  
Oklahoma City, OK 73102

In addition, you must concurrently mail, or hand deliver a copy of your objection to Class Counsel, NorthCare's Counsel and the Claims Administrator, mailed and postmarked no later than <<Objection Period>>:

CLASS COUNSEL	NORTHCARE'S COUNSEL
William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Avenue Oklahoma City, OK 73120	Timila S. Rother, Alison M. Howard, and Anthony J. Hendricks of Crowe & Dunlevy 324 North Robinson, Suite 100, Oklahoma City, OK 73102
<b>CLAIMS ADMINISTRATOR</b> <i>Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare c/o [Claims Administrator] PO Box XXXX XXXX</i>	

If you do not submit your objection with all requirements, or if your objection is not timely submitted by <<Objection Period>>, you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

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

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Opting out is telling the Court that you don't want to be part of the Settlement Class. If you opt out, you have no basis to object because the Settlement no longer affects you.

### THE FINAL FAIRNESS HEARING

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

The Court will hold the Final Fairness Hearing on <<Final Fairness Hearing Date>>, <<Time>> CST in Courtroom [REDACTED], of the District Court of Oklahoma County, Oklahoma <<Court Address>>. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check the website for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of the Settlement Class Members, and if it should be Finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the attorneys' fees and costs requested to be paid to Class Counsel, as well as the request for a Service Award to the Class Representatives.

#### 18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer

to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections in Question 15, including the requirements for making appearances at the hearing.

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

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to

**GET MORE INFORMATION**

**20. How do I get more information about the Settlement?**

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards for Class Representatives when available, and more, please visit the Settlement Website, [www.xxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxx.com), or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at *Ana Chavez Maendele, et al. v. North Oklahoma County Mental Health Center, d/b/a NorthCare*, c/o [CLAIMS ADMINISTRATOR], PO Box XXXX, XXXX.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT  
OR ACTION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR  
NORTHCARE'S COUNSEL.**

# EXHIBIT D

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

ANA CHAVEZ MAENDELE and	)	
DAKOTA WOLFSKILL, individually and	)	
on behalf of all similarly situated persons,	)	
	)	
Plaintiffs,	)	
	)	Case No. CJ-2022-279
	)	Honorable Sheila Stinson
vs.	)	
	)	
NORTH OKLAHOMA COUNTY	)	
MENTAL HEALTH CENTER, D/B/A	)	
NORTHCARE,	)	
	)	
Defendant.	)	

**[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND  
APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, on \_\_\_\_\_, 2025, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement.

WHEREAS, on \_\_\_\_\_, 2025, Plaintiffs submitted to the Court their Motion for Attorneys' Fees, Costs, Expenses, and Service Awards;

WHEREAS, on \_\_\_\_\_, 2025, the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action<sup>1</sup> should proceed as a class action pursuant to 12 O.S. § 2023 and certified the class: (3) appointed Plaintiffs as settlement Class Representatives; (4) appointed William B. Federman of Federman & Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Mark S. Reich of Levi

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<sup>1</sup> The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated.

& Korsinsky, LLP. as settlement Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Notice process and Claim Form; and (7) set the Final Fairness Hearing;

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct Postcard Notice, and Publication Notice, and the Long Form Notice was available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, on \_\_\_\_\_, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Action, including Settlement Class Members.
2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.
3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and notice program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable laws and rules. The Claims process is also fair, and the Claim Form is easily understandable.
4. The Settlement is in all respects fair, reasonable, and adequate, after considering all

of the 12 O.S. § 2023(C) factors, highlighted by evidence that: (A) the settlement Class Representatives and settlement Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the parties and other interested persons, including any objections filed with the Court, the settlement proposed by the parties is fair, reasonable, and adequate. The terms of and provisions of the Agreement were the product of a good faith arm's-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money, and effort to the Court and the parties, and will further the interests of justice.

6. A list of the individuals who have opted out of the Settlement is attached hereto as **Exhibit 1**. Those individuals will not be bound by the Agreement or the Releases contained therein.

7. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.



9. The settlement Class Representatives and settlement Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs the implementation of all terms and provisions of the Settlement.

11. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. Pursuant to 12 O.S. § 2023(C), the Court finds that Class Representatives Ana Chavez Maendele and Dakota Wolfskill are members of the Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Class throughout the proceedings in the Action. The appointment of Plaintiffs as the settlement Class Representatives is therefore affirmed.

13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement and thus the appointment of William B. Federman of Federman & Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Mark S. Reich of Levi & Korsinsky, LLP as Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of 12 O.S. §§ 2023(A) and (B) and for purposes of the settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether NorthCare was

negligent regarding its handling of Plaintiffs' personal information. The Class Representatives' claims are typical of those of the Class, as the Class Representatives had their private information exposed, accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to 12 O.S. § 2023(C) the Court finally certifies the following Settlement Class:

all living individuals residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident.

The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge

16. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and

that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

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

19. Pursuant to 12 O.S. § 2023(G), Class Counsel is awarded \$250,000.00 for attorneys' fees, expenses and costs. Class Counsel initiated the Action on behalf of Plaintiffs and acted to protect the Class. Their efforts have produced the Agreement entered into in good faith that provides a fair, reasonable, adequate, and certain results for the Class. Class Counsel is entitled to reasonable attorneys' fees and reimbursement of expenses for their work. These attorneys' fees, expenses and costs shall be paid by NorthCare.

20. The Settlement Class Representatives shall be awarded Service Awards in the amount of \$2,000.00 each (\$4,000.00 in total). The Service Awards shall be paid by NorthCare.

21. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

22. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement

shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

24. Pursuant to 12 O.S. § 2023(C), all persons who satisfy the Class Definition above, with the exception of those listed on **Exhibit 1**, shall be bound by this Order.

25. None of the settlement, this Order, nor the fact of the settlement constitutes any admission by any of the parties of any liability, wrongdoing, or violation of the law, damages, or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action.

26. The Court finds that no reason exists for delay in ordering final judgment pursuant to 12 O.S. § 681 and hereby directs the Clerk to enter this Order forthwith.

27. The Clerk of Court is hereby directed to enter final judgment forthwith.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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HONORABLE SHEILA STINSON

# **EXHIBIT E**

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

ANA CHAVEZ MAENDELE and	)	
DAKOTA WOLFSKILL, individually and	)	
on behalf of all similarly situated persons,	)	
	)	
Plaintiffs,	)	
	)	Case No. CJ-2022-279
	)	Honorable Sheila Stinson
vs.	)	
	)	
NORTH OKLAHOMA COUNTY	)	
MENTAL HEALTH CENTER, D/B/A	)	
NORTHCARE,	)	
	)	
Defendant.	)	

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

WHEREAS, this Action<sup>1</sup> is a putative class action before this Court;

WHEREAS, Plaintiffs, individually, and on behalf of the proposed Settlement Class, and North Oklahoma County Mental Health Center d/b/a NorthCare, (“NorthCare”) have entered into the Settlement Agreement, which is subject to review and approval by the Court under 12 O.S. § 2023, and which, together with its exhibits, provides for a complete dismissal with prejudice of the claims asserted in the Action against NorthCare should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) granting preliminary approval of the Settlement Agreement; (3) appoint Plaintiffs as Class Representatives; (4) appoint William B. Federman of Federman & Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and

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<sup>1</sup> The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated.

Mark S. Reich of Levi & Korsinsky, LLP as Class Counsel; (5) approve the method and form of Notice to be sent to the Settlement Class members; (6) approve the Claim Form and claims process; (7) order the Settlement's opt out and objection procedures; (8) appoint the Claims Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against NorthCare and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Fairness Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Settlement Agreement and its exhibits finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to 12 O.S. § 2023(C)(1), the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

all living individuals residing in the United States whose PII and PHI was or may have been accessed or acquired in the Data Incident.

The Settlement Class specifically excludes: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the Judge assigned to evaluate the fairness of this Settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge

2. **Class Representatives:** The Court approves Plaintiffs Ana Chavez Maendele and Dakota Wolfskill as Class Representatives having found them as adequate class representatives.

3. **Class Counsel:** The Court appoints William B. Federman of Federman &

Sherwood, David K. Lietz of Milberg Coleman Bryson Phillips Grossman, LLC and Mark S. Reich of Levi & Korsinsky, LLP as Class Counsel to serve as Class Counsel. In appointing class counsel, 12 O. S. § 2023(F) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and other types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. The Court may also consider other matters pertinent to counsel's ability to fairly and adequately represent the interest of the class. 12 O.S. § 2023(F). The Court finds that proposed Class Counsel have expended a reasonable amount of time, effort, and expense investigating the Data Incident and that Class Counsel are highly skilled and knowledgeable concerning class action practice.

4. **Settlement Class Findings:** The Court finds, for purposes of settlement only, that the Settlement Class meets the requirements of 12 O.S. §§ 2023(A) and (B). Joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether NorthCare was negligent regarding its handling of Plaintiffs' personal information. The Class Representatives' claims are typical of those of the Class, as the Class Representatives had or may have had their private information accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.



5. **Preliminary Approval of Settlement:** The Court hereby preliminarily approves the settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described herein. The Court finds the Settlement meets the considerations set for in 12 O.S. § 2023.

6. **Claims Administrator:** The Parties are authorized to use Angeion Group as the Claims Administrator to supervise and administer the Notice, as well as to administer the Settlement should the Court grant Final Approval.

7. **Approval of Notice Program and Notices:** The Court approves the form and procedure for disseminating notice of the proposed settlement to the Class as set forth in the Settlement Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of 12 O.S. § 2023, including the Due Process Clause of the United States Constitution, the rules of this Court and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Long Form Notice, Postcard Notice, and Publication Notice, respectively, before they are mailed or published.

8. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Settlement and the Claims process to be implemented by the Claims Administrator. The

Claim Form is straightforward and easy to complete, allowing each Settlement Class Member to elect the alternative Settlement Class Member Benefits. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they do not submit Claims.

9. As set forth in the Settlement Agreement, NorthCare shall bear all costs and expenses associated with providing notice to the Class and administering the proposed settlement.

10. **Dissemination of Notice and Claim Forms**: The Court directs the Claims Administrator to disseminate the Notices and Claim Form as approved herein. Class Counsel and NorthCare's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

11. **Objections to the Settlement**: Any member of the Class who intends to object or comment on the request for final approval of the Settlement Agreement or on the Fee Application must, no later than sixty (60) days after the Notice Date, file his or her objection or comment with the Court, and provide copies of the objection or comment to: (1) the Court; and (2) Class Counsel. To state a valid objection to the Settlement, a Class Member must provide the following information: (a) the objector's full name, address, telephone number (if any), and email address (if any); (b) information identifying the objector as a Settlement Class Member; (c) a written statement of all grounds for the objection, accompanied by any legal support the objector cares to submit; (d) the identity of all lawyers (if any) representing the objector; (e) the identity of all of the objector's lawyers (if any) who will appear at the Final Fairness Hearing; (f) a list of all persons who will be called to testify at the Final Fairness Hearing in support of the objection; (g) a

statement confirming whether the objector intends to personally appear and/or testify at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized lawyer or other duly authorized representative.

12. In addition to the foregoing, objections should also provide the following information: (a) a list, by case name, court, and docket number, of all other cases in which the objector (directly or through a lawyer) has filed an objection to any proposed class action settlement within the last three (3) years and (b) a list, by case number, court, and docket number, of all other cases in which the objector has been a named plaintiff in any class action or served as a lead plaintiff or class representative.

13. Any objecting Class Member may appear, in person or by counsel, at the Final Fairness Hearing to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or to object to any application of attorneys' fees, Service Awards, and reimbursement of litigation costs and expenses, but only if the Class Member has first filed written objections to the proposed settlement by the deadline set forth in this Order. The objecting Class Member must file and serve on all counsel designated in the Class Notice, a notice of intention to appear at the Final Fairness Hearing ("Notice of Intention to Appear") by the Objection Deadline. The Notice of Intention to Appear must include copies of all papers, exhibits, or other evidence that the objecting Class Members (or his/her counsel) will present to the Court in connection with the Final Fairness Hearing. Any Class Member who does not provide a Notice of Intention to Appear by the deadline set forth in this Order, and who does not file an objection that complies with the requirements set forth in this Order and the Class Notice, will be deemed to have waived any objections to the Settlement and will be barred from speaking or otherwise presenting views at the Final Fairness Hearing.

14. If a Class Member files an objection to the Settlement, Class Counsel or NorthCare's Counsel may depose the objector consistent with the Oklahoma Statutes at an agreed upon location and seek to have the objector produce documentary evidence or other tangible things relevant to the objection. An objector's failure to make him or herself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector's objection or otherwise affecting that person's substantive rights. The Court reserves the right to tax the costs of such discovery to the objector or the objector's counsel should it determine that the objection was frivolous and was made for improper purposes.

15. **Opt-Outs from the Settlement Class:** Any Class Member shall have the right to opt out of the Class and the Settlement by sending a written request for exclusion from the Class to the addresses listed in the Notices, postmarked or delivered no later than sixty (60) days after the Notice Date. To be effective, an opt-out request shall state he or she wants to be excluded from the Settlement in the Action and include his or her name, address, and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Action). Any Class Member who does not submit a timely and valid opt-out shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

16. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and NorthCare, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

17. **Stay:** All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

18. Upon the entry of this order, with the exception of Class Counsel, NorthCare's Counsel, NorthCare, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against NorthCare and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

19. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

20. **Final Fairness Hearing:** A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and a Service Award to the Class Representatives (the "Final Fairness Hearing") shall be held on the \_\_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_\_:\_\_\_\_.M. CST before the undersigned in Courtroom \_\_\_\_\_ of the District Court of Oklahoma County, 321 Park Ave., Oklahoma City, OK 73102. At the Final Fairness Hearing, the Court will consider (a) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Class Counsel's application for attorneys' fees and expenses and Service Award for the Class Representatives should be granted.

21. **Fee Application:** Class Counsel shall file an application for attorneys' fees and

costs and Service Award to the Class Representatives (“Fee Application”) within forty-five (45) days after the Notice Deadline.

22. **Final Approval:** Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the parties’ Settlement Agreement no later than two (2) weeks before the Final Approval Hearing.

23. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member’s objection to the Settlement Agreement so as to protect the due process rights of all Class Members.

24. No later than five (5) days before the Final Approval Hearing, the Parties shall have the option to file any reply in support of the final approval of the Settlement Agreement and Class Counsel shall have the option to file any reply in support of the Fee Application, if necessary.

25. The Court reserves the right to adjust the date of the Final Fairness Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the settlement website referenced in the Class Notice. The parties will not be required to re-send or re-publish class notice.

26. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
<b>Defendant to Provide Class Member Information to Claims Administrator</b>	7 days after Preliminary Approval
<b>Notice Deadline</b>	30 days after Preliminary Approval
<b>Deadline to File Motion for Attorneys’ Fees, Costs, and Service Award</b>	45 days after the Notice Deadline
<b>Opt Out Deadline</b>	60 days after the Notice Deadline
<b>Objection Deadline</b>	60 days after the Notice Deadline
<b>Deadline to Respond to Objections</b>	14 days before Final Approval Hearing

<b>Deadline to Submit Claim Forms</b>	90 days after the Notice Deadline
<b>Deadline to File Motion for Final Approval</b>	14 days before Final Approval Hearing
<b>Final Approval Hearing</b>	<p>_____, 2025</p> <p>at __:__ a.m./p.m. CT</p> <p><i>*To be scheduled by the Court at least 120 days after the Order Granting Preliminary Approval is entered.</i></p>

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
HONORABLE SHEILA STINSON