

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Pebbles Martin (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 21), and LCMC Health Holdings, Inc. and Louisiana Children’s Medical Center (“LCMC” or “Defendants”) (collectively the “Parties”), in the action *Martin v. LCMC Health Holdings, Inc. et al*, No. 2022-10417, in the Civil District Court for the Parish of Orleans, State of Louisiana. (the “Action”).

RECITALS

WHEREAS, LCMC is a health care system that provides a variety of health-related services in Louisiana.

WHEREAS, Plaintiff has filed this Action against Defendants individually and on behalf of others similarly situated as a putative class action;

WHEREAS, Defendants deny the allegations and causes of action pled in the Action and otherwise deny any liability to Plaintiff or Class Members in any way; and

WHEREAS, following prolonged and extensive arm’s length negotiations, including a mediation before Bruce Friedman, Esq. of JAMS, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, Plaintiff and her counsel (“Settlement Class Counsel,” as defined in Paragraph 33), on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendants on the terms set forth herein is fair and reasonable and in the best interest of Plaintiff and the Settlement Class. Plaintiff and Settlement Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class;

WHEREAS this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible as or in evidence as an admission as to the validity of any claim, fact, or defense alleged or asserted in this Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind whatsoever on the part of Released Parties.

NOW, THEREFORE, in exchange for the mutual promises, and other valuable consideration provided for in this Agreement, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

1. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

2. “Cash Payment” means the \$15.00 cash payment that Settlement Class Members may select via a Claim Form pursuant to the Settlement.

3. “Claim Form” means the form(s) Participating Settlement Class Members must submit to be eligible for CyEx Privacy Shield and a Cash Payment under the terms of the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to **Exhibit C**.

4. “Claims Deadline” means the deadline by which Settlement Class Members must submit valid Claim Form(s), which deadline is ninety (90) days after the Notice Deadline.

5. “Claims Period” means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 44.

7. “Court” means the Civil District Court for the Parish of Orleans in the State of Louisiana.

8. “CyEx Privacy Shield” means one (1) year of the CyEx Privacy Shield Pro product.

9. “Defendants’ Counsel” means David Carney of Baker Hostetler and Roland M. Vandenweghe, Jr. of Adams & Reese LLP.

10. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any Fee Award and Costs, or Service Award to a Class Representative shall not affect the “Effective Date” or any other aspect of the Final Approval Order and Judgment.

11. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys’ fees, costs, and litigation expenses in connection with this Action.

12. “Final Approval Order and Judgment” means an order and judgment that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Louisiana Code of Civil Procedure and is consistent with all material provisions of this Agreement.

13. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.

14. “Litigation Costs and Expenses” means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

15. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit A** (“Short Form Notices”) and **Exhibit B** (“Long Form Notice”)

16. “Notice Deadline” means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than sixty (60) days after entry of the Preliminary Approval Order.

17. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

18. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

19. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

20. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

21. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 54.

22. “Personal Information” includes, but is not limited to, first and last name, IP address, Social Security number, driver’s license number or government-issued identification number, date of birth, date of marriage certificate, birth or marriage certificate, financial account number, credit or debit card number, or digital signature, and/or health insurance information, including, application and claims history, policy number, or subscriber identification number, admission date, discharge date, or payment information, and/or information regarding a person’s physical or mental health condition, treatment and diagnosis. The term “Personal Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances. The use of the term “Personal Information” is not an admission that any of this information was improperly disclosed to any third party and LCMC continues to deny that any “Personal Information” was improperly disclosed to any third party.

23. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Louisiana Code of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

24. “LCMC Web Properties” shall encompass any web properties operated by LCMC, and any wholly owned subsidiary, including www.lcmchealth.org, and including as well the LCMC website “button” linking website users to the LCMC patient portals’ login webpages, as well as the LCMC patient portals themselves including segments of such portals operated by LCMC’s vendors or contractors.

25. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from any Releasing Parties’ use of the LCMC Web Properties, which shall include without limitation, Defendants’ use of third-party tracking technologies on the LCMC Website Properties, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendants’ information security policies and practices, and/or Defendants’ sharing of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or equity whatsoever.

26. “Released Parties” means Defendants and each and every one of their respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and

all of Defendants' respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

27. "Releasing Parties" and a "Releasing Party" means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

28. "Request for Exclusion" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 53.

29. "Service Award Payment" means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of their role in this Action as set forth in Paragraph 66.

30. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as expressly stated in this Settlement Agreement.

31. "Settlement Administrator" means Simpluris, subject to Court approval.

32. "Settlement Class" means all LCMC patient account holders who logged into the LCMC MyChart patient portal account between January 1, 2019 and November 30, 2022, and/or as defined the Preliminary and/or Final Order.

33. "Settlement Class Counsel" means Foster C. Johnson of Ahmad, Zavitsanos & Mensing and Jed Cain of Herman Katz Gisleson Cain.

34. "Settlement Class List" means the list of the names and current or last known email and mailing address information for Settlement Class Members, to the extent reasonably available, which Defendants shall provide to the Settlement Administrator within thirty (30) days of entry of the Preliminary Approval Order.

35. "Settlement Class Member" means an individual who falls within the definition of the Settlement Class. Discovery information shows that the number of Settlement Class Members is estimated to be 276,124 individuals.

36. "Settlement Class Representative" means Pebbles Martin.

37. "Settlement Payment" or "Settlement Check" mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 45.

38. “Settlement Website” means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 51.

39. “Tracking Pixels” means the Meta Pixel, Google Analytics, other third-party pixels, and any similar technologies that allow tracking of visitor activities on websites.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

40. **CyEx Privacy Shield.** Settlement Class Members shall be offered an opportunity to enroll in one (1) year of CyEx Privacy Shield Pro, including via a clickable access code that will be sent to any Settlement Class Member who makes a claim for CyEx on the Settlement Website in accordance with Section III below.

41. **Cash Payment.** Settlement Class Members shall be offered an opportunity to elect a fifteen dollars (\$15.00) cash payment.

42. **Prospective Relief.** LCMC shall not use the following digital analytics technologies on the LCMC Web Properties for a period of two years following final approval of the settlement:

- i. Google Doubleclick
- ii. Google Ads
- iii. Meta (including Facebook, Instagram, and all other Meta entities)
- iv. Amazon
- v. TikTok
- vi. Pinterest
- vii. Liveramp
- viii. TheTradeDesk
- ix. LinkedIn (except for on LCMC’s careers page)
- x. BidSwitch
- xi. Yahoo
- xii. Bidtellect
- xiii. Twitter / X
- xiv. Rubicon Project
- xv. Hotjar
- xvi. CrazyEgg

On an annual basis for the two-year period following final approval of the settlement, LCMC agrees to provide Settlement Class Counsel with a declaration, signed under oath, attesting to compliance with the above-stated requirements. For avoidance of doubt, this provision does not obligate LCMC to retain a third-party vendor in support of such attestation, and the attestation may be made on the basis of LCMC’s own knowledge, information, and good-faith belief.

Business Associate Agreements: The parties understand and acknowledge that LCMC may use third-party companies to perform analytics and de-identifying functions on LCMC’s Web

Properties, so long as LCMC has a Business Associate Agreement with the third-party, that may include sending de-identified data to the third-parties set forth in the provision above.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

43. **Submission of Electronic and Hard Copy Claims.** Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the settlement website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendants' Counsel.

44. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims are valid and in so doing shall apply the following criteria:

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- d. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendants as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- e. To the extent the Settlement Administrator determines that a timely claim is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with Settlement Class Counsel and Defendants Counsel in making these determinations.
- f. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The

appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide Settlement Class Counsel and Defendants Counsel with all relevant documentation regarding the appeal. Settlement Class Counsel and Defendants Counsel will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with Settlement Class Counsel and Defendants Counsel separately or collectively.

45. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims and also provide funding instructions to Defendants. Within forty-five (45) days of receiving this accounting, Defendants, their insurer or their representative shall transmit the funds needed to pay Approved Claims in accordance with the terms of this Agreement.
- b. Payments issued by the Settlement Administrator for Approved Claims for Cash Payments shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 46.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

46. Timing. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

47. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Participating Settlement Class Members within that time.

48. **Voided Checks.** In the event a Settlement Check becomes void, the Participating Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Participating Settlement Class Member. No later than one hundred and twenty (120) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

IV. SETTLEMENT CLASS NOTICE

49. **Timing of Notice.** Within thirty (30) days after entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within sixty (60) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

50. **Form of Notice.** Notice shall be disseminated via email or, if a valid email address is not available, postcard through First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Notice mailed to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit A**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Defendants' Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

51. **Settlement Website.** The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and service awards, and the operative Petition in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Class Members shall be able to submit claims online via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

52. **Cost of Notice and Administration.** Defendants will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements benefits in Paragraphs 40-41. The costs of Notice and Administrative Expenses will be subject to a not to exceed amount.

V. OPT-OUTS AND OBJECTIONS

53. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Participating Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement.

54. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or request for attorneys’ fees and Litigation Costs and Expenses by filing written objections with the Court no later than the Objection Deadline. The written objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, attestation of membership); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of their position; (vii) identify all counsel representing the Settlement Class

Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

55. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;
- c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on undeliverable notices;
- d. Providing Notice to Settlement Class Members via U.S. mail or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion,

objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;

- j. Working with the provider of Cyex Privacy Shield to receive and send activation codes to Settlement Class Members who submitted valid claims for CyEx Privacy Shield after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members who submitted valid claims for Settlement Payments;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendants' Counsel that include information regarding claims, objections, Opt Outs and other data agreed to between Settlement Class Counsel, Defendants' Counsel and the Settlement Administrator;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendants' Counsel, and the Settlement Administrator.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

56. **Certification of the Settlement Class.** For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Excluded from the Settlement Class are (i) Defendants, their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) any judges assigned to this case and their staff and family. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendants reserve the right to contest class certification for all other purposes. The Parties further stipulate to designate the Settlement Class Representative as the representatives for the Settlement Class.

57. **Preliminary Approval.** Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions

from Defendants are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit D**.

58. **Final Approval.** Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit E**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendants' counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendants are addressed.

59. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Plaintiff, and/or Defendants.

VIII. MODIFICATION AND TERMINATION

60. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendants under this Agreement.

61. **Termination.** Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendants shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within fourteen (14) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; (3) more than five-hundred (500) of the Settlement Class Members choose to opt-out of the Settlement Class; or (4) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

62. **Effect of Termination.** In the event of a termination as provided in Paragraph 61, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of

such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated.

IX. RELEASES

63. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendants and each of the Released Parties from any and all Released Claims, including Unknown Claims.

64. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

65. **Bar to Future Suits.** Upon entry of the Final Approval Order and Judgment, the Settlement Class Representative and Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

66. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Settlement Class Representative in recognition for her contributions to this Action in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00 total) and Defendants agree not to oppose Settlement Class Counsel's request for a service award in this amounts. Defendants shall pay the Court-approved service award to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the service award. Defendants' obligations with respect to the Court-approved service award shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any service awards. This amount was negotiated in the context of and contemporaneously with the primary terms of the settlement being negotiated.

67. **No Effect on Agreement.** The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

68. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and Litigation Costs and Expenses, as well as Service Awards, to be paid by Defendants. Defendants agree not to oppose Settlement Class Counsel's request for an award of attorneys' fees, and Litigation Costs and Expenses not to exceed One Million One Hundred and Sixty-Two Thousand and Five Hundred Dollars and Zero Cents (\$1,162,500.00) in the aggregate, and Settlement Class Counsel agree not to seek more than this amount. Defendants shall pay the Court-approved Fee Award and Costs to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will ensure payment instructions are provided through secure processes. The attorneys' fees and Litigation Costs and Expenses will be allocated by Settlement Class Counsel. Defendants' obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by Settlement Class Counsel. Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the court-approved Fee Award and Costs. Nor shall Defendants be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class

Counsel. To the extent the Effective Date does not occur, Defendants shall have no obligation to pay any Fee Award and Costs. The dollar amount of attorneys' fees and Litigation Costs and Expenses set forth herein was negotiated in the context of and contemporaneously with the primary terms of the Settlement being negotiated.

69. **No Effect on Agreement.** The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and Litigation Costs and Expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and Litigation Costs and Expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or Litigation Costs and Expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

70. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

71. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

72. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

73. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

74. **Resolution.** The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

75. **Other Litigation.** Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendants or any other Released Parties related to any of the allegations or claims alleged in the Action.

76. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

77. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

78. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

79. **Construction.** For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

80. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

81. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

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

83. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Louisiana, without regard to choice of law principles.

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

85. **Notices.** All notices to Settlement Class Counsel and counsel for Defendants provided for herein, shall be sent by mail and email to:

Foster C. Johnson
Ahmad, Zavitsanos & Mensing PLLC
1221 McKinney Street, Suite 2500
Houston, TX 77009
fjohnson@azalaw.com

Jed Cain
Herman, Katz, Giselson & Cain LLC
909 Poydras St. Suite 1860
New Orleans, LA 70112
jed@hkgclaw.com

All notices to Defendants provided for herein, shall be sent by mail and email to:

David A. Carney
Baker Hostetler LLP
127 Public Square, Suite 2000
Cleveland, OH 44114
dcarney@bakerlaw.com

Roland M. Vandenweghe, Jr.
Adams & Reese LLP
701 Poydras Street, Suite 4500
New Orleans, LA 70139
roland.vandenweghe@arlaw.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

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

SIGNATURES

Pebbles Martin

By: _____

Date: _____

LCMC Health Holdings, Inc. and Louisiana Children's Medical Center

By: _____

Date: _____

Approved as to form by:

Counsel for Plaintiff and the Settlement Class

By: _____

Date: _____

Foster C. Johnson

Counsel for Defendants

By: _____

Date: _____

David A. Carney

EXHIBIT A

IF YOU RECEIVED THIS NOTICE YOU HAVE BEEN IDENTIFIED AS AN LCMC PATIENT PORTAL ACCOUNT HOLDER WHO ACCESSED THEIR LCMC PATIENT PORTAL ACCOUNT BETWEEN JANUARY 1, 2019 AND NOVEMBER 30, 2022.

What Is This Litigation About? This Litigation is known as Pebbles Martin v. LCMC Health Holdings, Inc. and Louisiana Children's Medical Center, filed in the Civil District Court for Parish of Orleans, Case No. 2022-10417, Division L (the "Litigation"). The Person who sued is called the "Plaintiff" or "Class Representative" and the companies they sued, LCMC Health Holdings, Inc. and Louisiana Children's Medical Center, are known as the "Defendants." The Defendants are collectively referred to as "LCMC" in this Notice. The Litigation alleges that LCMC caused the unauthorized transmissions of personally identifiable, non-public medical information and communications to Facebook and Google through LCMC's Website, <https://www.lcmchealth.org/>, and Patient Portal, <https://www.lcmchealth.org/for-patients/patient-portal/>. LCMC denies this allegation, and specifically denies that any medical information from either the Patient Portal or the Website was shared with Facebook or Google. Nonetheless, the Parties collectively agreed to resolve their dispute on a class-wide basis.

Who Is A Settlement Class Member? You are a Settlement Class Member if you are an LCMC Patient Portal account holder who accessed their LCMC Patient Portal account between January 1, 2019 and November 30, 2022.

What Are The Settlement Class Member Benefits? Through the Settlement LCMC has agreed that Settlement Class Members can each make a claim for two things: 1) a \$15 cash payment; and 2) one year of the CyEx Privacy Shield Pro product, which has a further description here: <https://cyex.com/privacy-shield/>. In addition, LCMC has agreed that for a period of two years following final approval of the Settlement LCMC will remove and refrain from using certain tracking technologies on LCMC's websites. The Settlement Agreement and more information regarding the Settlement are available at **WEBSITE**.

How To Make A Claim? You must file a Claim Form by mail postmarked by <<**Claims Deadline**>>, and mailed to the Settlement Administrator's address below, or online at **www.website.com** by <<**Claims Deadline**>, to receive compensation from the settlement.

What Are My Other Rights? If you do not want to be legally bound by the settlement, you must exclude yourself by **Opt-Out Date**. If you do not exclude yourself, you will release any claims you may have against Defendants and the Related Parties, as more fully described in the Settlement Agreement, available at **WEBSITE**. If you do not exclude yourself, you may object to the settlement by **Objection Date**. Visit **WEBSITE** for complete information on how to exclude yourself from or object to the settlement.

Do I have a Lawyer? Yes, in connection with preliminary approval of the Settlement the Court has appointed Foster C. Johnson of Ahmad, Zavitsanos & Mensing and Jed Cain of Herman Katz Giselson Cain to represent you and the Settlement Class.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** in Courtroom **X**, located at **COURT ADDRESS**, to consider whether to approve the settlement, Service Award, Attorneys' Fees and Expenses, as well as any Objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a summary.

For Additional Information or to Update Your Address & Contact Information:
Visit **WEBSITE** or contact the Settlement Administrator:

EXHIBIT B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
FOR ALL INDIVIDUALS WHO ARE, OR WERE, LCMC HEALTH PATIENT PORTAL ACCOUNT
HOLDERS, AND WHO ACCESSED THEIR LCMC HEALTH PATIENT PORTAL ACCOUNTS
BETWEEN JANUARY 1, 2019 AND NOVEMBER 30, 2022.**

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

**THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

PLEASE READ THIS LONG-FORM NOTICE (“NOTICE”) CAREFULLY.

**YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT
BECAUSE YOU HAVE BEEN IDENTIFIED AS AN LCMC HEALTH PATIENT
PORTAL ACCOUNT HOLDER WHO ACCESSED THEIR LCMC HEALTH PATIENT
PORTAL ACCOUNT BETWEEN JANUARY 1, 2019 AND NOVEMBER 30, 2022.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY THE CLAIM DEADLINE OF MARCH 17, 2025	If you submit a Claim Form by _____, 2025 , you are eligible to receive \$15 in cash compensation. You may also make a claim for one free year of enrollment in the CyEx Privacy Shield Pro product. You must timely submit a Claim Form either via U.S. mail or online to receive cash compensation under this settlement. IF YOU DO NOTHING , you will not receive settlement benefits, but you will be bound by the settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY THE OPT-OUT DATE OF FEBRUARY 15, 2025	You will receive no benefits, but you will retain your legal claims against LCMC Health.
OBJECT BY THE OBJECTION DATE OF FEBRUARY 15, 2025	File a written Objection to the settlement with the Court, explaining why you do not like the settlement, and serve copies of your Objection on all Class Counsel and Defendant’s Counsel, at the addresses listed in Response #16 below. You must remain in the Settlement Class to object to the settlement.
ATTEND THE FINAL APPROVAL HEARING ON March 20, 2025	Ask to speak in Court about the fairness of the settlement. You do not need to attend the hearing to receive cash compensation.

1. What is this Notice?

This is a Court-authorized Notice of a proposed settlement of a class action, *Pebbles Martin v. LCMC Health Holdings, Inc. and Louisiana Children's Medical Center*, pending in the Civil District Court for Parish of Orleans, Case No. 2022-10417, Division L (the "Litigation"). The Person who sued is called the "Plaintiff" or "Class Representative" and the companies they sued, LCMC Health Holdings, Inc. and Louisiana Children's Medical Center, are known as the "Defendants." The Defendants are collectively referred to as "LCMC" in this Notice. The Litigation alleges that LCMC caused the unauthorized transmissions of personally identifiable, non-public medical information and communications to Facebook and Google through LCMC's Website, <https://www.lcmchealth.org/>, and Patient Portal, <https://www.lcmchealth.org/for-patients/patient-portal/>. LCMC denies this allegation, and specifically denies that any medical information from either the Patient Portal or the Website was shared with Facebook or Google. Nonetheless, the Parties collectively agreed to resolve their dispute on a class-wide basis. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class (defined below in Response #6) for purposes of settlement only. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of Settlement Class Members. Please read the instructions and explanations below carefully so that you can better understand your legal rights.

2. Why did I receive a Notice?

You may have received a Notice because you were identified as a natural Person residing in the United States who is or was an LCMC patient portal account holder and who accessed their LCMC patient portal account between January 1, 2019 and November 30, 2022.

3. What is this Litigation about?

The Litigation alleges that LCMC caused the unauthorized transmissions of personally identifiable, non-public medical information and communications to Facebook and Google through LCMC's Website, <https://www.lcmchealth.org/>, and Patient Portal, <https://www.lcmchealth.org/for-patients/patient-portal/>. LCMC denies this allegation, and specifically denies that any medical information from either the Patient Portal or the Website was shared with Facebook or Google. Nonetheless, the Parties collectively agreed to resolve their dispute on a class-wide basis.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Settlement Class" or "Settlement Class Members." When a class action is settled, the settlement, which must be approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of protracted litigation, the Parties reached a settlement that resolves all claims brought on behalf of the Settlement Class. If finally approved by the Court, the Settlement Agreement requires LCMC to provide cash compensation to Settlement Class Members who submit valid and timely Claim Forms. The Settlement also requires LCMC to remove and refrain from using certain tracking technologies on its websites for a period of not less than two years. The settlement is not an admission of wrongdoing by LCMC and does not imply that there has been, or would be, any finding that LCMC violated the law.

QUESTIONS? VISIT [WEBSITE]

The Court overseeing this Litigation must give final approval to the Settlement Agreement before it can become effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that Settlement Class Members may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support for or opposition to final approval of the Settlement Agreement. If the Court does not finally approve the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the Litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

6. How do I know if I am a part of the settlement?

You are a Settlement Class Member if you are an LCMC Patient Portal account holder who accessed their LCMC Patient Portal account between January 1, 2019 and November 30, 2022. Excluded from the Settlement Class are: (1) all Persons who timely and validly request exclusion from the Settlement Class; and (2) the Judge assigned to evaluate the fairness of this settlement.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the settlement?

Through the Settlement LCMC has agreed that Settlement Class Members can each make a claim for two things: 1) a \$15 cash payment; and 2) one year of the CyEx Privacy Shield Pro product, which has a further description here: <https://cyex.com/privacy-shield/>. In addition, LCMC has agreed that for a period of two years following final approval of the Settlement LCMC will remove and refrain from using certain tracking technologies on LCMC's websites. The Settlement Agreement and more information regarding the Settlement are available at **WEBSITE**.

*****To receive settlement benefits, you must submit a Claim Form.**

8. When will I receive the benefits?

If you timely submit a valid Claim Form for monetary recovery, you will receive payment in the amount approved by the Settlement Administrator after the Settlement Administrator processes your Claim Form. You will receive such payment after the settlement is Final and has become effective.

9. I want to be a part of the settlement. What do I do?

To submit a claim for cash compensation, you must timely submit the Claim Form on the Settlement Website _____, or by mail to _____.

You must submit any claims by the Claims Deadline of _____. There can be only one (1) valid and timely Settlement Claim per Settlement Class Member.

10. What am I giving up if I remain in the settlement?

By staying in the Settlement Class, all the Court's orders will apply to you and will bind you. You also give LCMC a "release," which means you cannot sue or be part of any other lawsuit or other legal action against LCMC about or arising from the claims or issues in this Litigation with respect to the alleged sharing of your personal or health information.

QUESTIONS? VISIT [WEBSITE]

The precise terms of the release are in the Settlement Agreement, which is available on the Documents section of the Settlement Website. Unless you formally exclude yourself from this settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class or you are welcome to talk to any other lawyer of your choosing at your own expense.

11. How much will the Class Representative receive?

Class Counsel shall request the Court to approve a Service Award for Class Representative Pebbles Martin of \$7,500 for their services to the Settlement Class as Class Representative. This payment is subject to the Court's approval and will be paid from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the settlement, but you want to preserve your legal claims against Defendant, then you must take steps to exclude yourself from this Settlement.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send an opt-out request by mail stating that you want to be excluded from *Pebbles Martin v. LCMC Health Holdings, Inc. and Louisiana Children's Medical Center*, Case No. 2022-10417, to the Settlement Administrator. Such opt-out request shall include: (1) your full name and address; (2) the case name and docket number; (3) a written statement that you wish to be excluded from the settlement; and (4) your signature. You must mail your opt-out request, **postmarked no later than** _____ to:

[SETTLEMENT ADMINISTRATOR ADDRESS]

13. If I exclude myself, do I still receive benefits from this Settlement?

No, if you submit an opt-out request, you will not receive anything resulting from the settlement, but you may sue LCMC over the claims raised in this case, either on your own or as a part of a different lawsuit. If you exclude yourself, the time you have to file your own lawsuit (called the "statute of limitations") will begin to run again. You will have the same amount of time to file the suit that you had when this case was filed. If you file an Objection (see Response #16), you may still receive benefits if you timely file a claim.

THE LAWYERS REPRESENTING THE CLASS

14. Do I have a lawyer in this case?

The Court has appointed Foster C. Johnson of Ahmad, Zavitsanos & Mensing and Jed Cain of Herman Katz Gisleson & Cain to represent the Settlement Class as Class Counsel. These attorneys will be paid in an amount that must be approved by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers for the Settlement Class be paid?

Pursuant to the Settlement Class Counsel will request Attorneys' Fees and Expenses in an amount not to exceed One Million One Hundred and Sixty-Two Thousand Dollars and Zero Cents (\$1,162,500.00) for reasonable costs

QUESTIONS? VISIT [WEBSITE]

and expenses incurred in prosecuting the Litigation, subject to Court approval. The motion for Attorneys' Fees and Expenses will be posted on the Settlement Website after it is filed.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the settlement?

You can tell the Court that you do not agree with the settlement or some part of it. If you are a Settlement Class Member, you can Object to the settlement and the Court will consider your views. To Object to the settlement, you must submit a written Objection (such as a letter or legal brief) stating that you Object and the reasons why you think the Court should not approve the settlement. Your Objection should include:

- i. Settlement Class Member's full name, current address, telephone number, and email address;
- ii. contain the Settlement Class Member's original signature;
- iii. contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice);
- iv. state that the Settlement Class Member objects to the Settlement, in whole or in part;
- v. a statement of the legal and factual basis for the Objection;
- vi. provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- vii. identify all counsel representing the Settlement Class Member, if any;
- viii. contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and
- ix. contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, shall not be treated as having filed a valid Objection to the settlement and may not submit another objection to the settlement.

If you file an Objection, you may still receive benefits so long as you timely file a claim. To be timely, written notice of an Objection in the appropriate form must be filed with the Court no later than, _____, and served on Class Counsel and Defendant's Counsel, as noted below:

Class Counsel	LCMC's Counsel
Foster C. Johnson Ahmad, Zavitsanos & Mensing PLLC 1221 McKinney St., Suite 2500 Houston, Texas 77010 (713) 655-1101	David Carney Baker & Hostetler LLP 127 Public Square, Suite 2000 Cleveland, Ohio 44114 (216) 621-0200
Jed Cain Herman Katz Gisleson Cain 909 Poydras St., Suite 1860 New Orleans, Louisiana 70112 (504) 581-4892	Roland M. Vandenweghe, Jr. Adams & Reese LLP Hancock Whitney Center 701 Poydras Street, Suite 4500 New Orleans, Louisiana 70139 (504) 581-3234

QUESTIONS? VISIT [WEBSITE]

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

17. Where and when is the Final Approval Hearing?

The Court has already preliminarily approved the Settlement Agreement. The Court will hold the Final Approval Hearing on _____ in the courtroom of the Honorable Kern A. Reese, Division L, Courtroom 421, which is located in the Civil District Court for the Parish of Orleans in New Orleans, Louisiana. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class, and to determine the appropriate amount of compensation for Class Counsel and the Class Representative. At that hearing, the Court may hear any objections and arguments concerning the fairness of the proposed settlement. The Court will then decide whether to approve the settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO RECEIVE BENEFITS FROM THIS SETTLEMENT. Please be aware that the hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This Notice only provides a summary of the proposed settlement. Complete details about the settlement can be found in the Settlement Agreement available on the Settlement Website.

[Website]

If you have any questions or need to change your address, you can contact the Settlement Administrator online at [Website] or by mail at [Settlement Administrator Address].

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF COURT, THE JUDGE, OR DEFENDANT’S COUNSEL.**

QUESTIONS? VISIT [WEBSITE]

EXHIBIT C

Pebbles Martin v. LCMC Health Holdings, Inc. & Louisiana Children's Medical Center

Civil District Court for the Parish of Orleans, State of Louisiana

Case No. 2022-10417, Division L

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before [REDACTED].

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.

To be eligible to receive cash benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit this Claim Form.

MAIL: [\[ADDRESS\]](#)

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

[NOTE: SIMPLURIS TO ADD BOX FOR UNIQUE CLASS MEMBER ID]

You may be entitled to receive a \$15.00 cash payment and/or the Privacy Shield product if you were an LCMC patient portal account holder who accessed their LCMC patient portal account between January 1, 2019 and November 30, 2022.

PRIVACY SHIELD PRO:

Settlement Class Members are entitled to one year of Privacy Shield Pro, which includes the following features: Dark Web Watchlist, VPN In Touch, Password Scan, Private Search functionality, Password Defense, Digital Vault, and Data Broker Opt-Out services.

You will need to follow instructions that you receive after the Settlement is final to use the Privacy Shield pro code which was included in your Notice. Enrollment instructions will be provided to your email address.

CASH PAYMENT:

Settlement Class Members are also eligible for a \$15 cash payment. The cash will be sent in the form of a check, unless otherwise indicated.

Do you wish to receive a cash payment?

☐ Yes, I want to receive a \$15 cash payment.

If you would like payment in a different form, please select from the options below:

Venmo ☐ Venmo Username: _____

PayPal ☐ PayPal Email: _____

Zelle ☐ Zelle Email: _____

PART TWO: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that between January 1, 2019 and November 30, 2022, I was an LCMC Health patient portal account holder, and accessed my LCMC Health MyChart patient portal account, and that all of the information on this Claim Form is true and correct to the best of my knowledge.

I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE

DATE

Please keep a copy of your Claim Form for your records.

EXHIBIT D

**CIVIL DISTRICT COURT FOR THE PARISH OF NEW ORLEANS
STATE OF LOUISIANA**

NO. 2022-10417

DIVISION “L”

**PEBBLES MARTIN,
individually and on behalf of all others similarly situated,**

VERSUS

LCMC HEALTH HOLDINGS, INC., ET AL.

FILED: _____

DEPUTY CLERK

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Before the Court is plaintiff Pebbles Martin’s Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the terms of which are set forth in a Settlement Agreement between Martin and defendants LCMC Health Holdings, Inc. and Louisiana Children’s Medical Center (collectively, “LCMC,” and, together with Martin, the “Parties”), with accompanying exhibits attached as **Exhibit 1** to Plaintiffs’ Memorandum of Law in Support of their Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

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

All LCMC Patient Portal account holders who accessed their LCMC Patient Portal accounts between January 1, 2019 and November 30, 2022.

Specifically excluded from the Settlement Class are:

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

Pursuant to Article 591 and Article 594 of the Louisiana Code of Civil Procedure, the Court finds that giving notice to the Settlement Class is justified. The Court finds that it will likely be

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

able to approve the proposed Settlement as fair, reasonable, and adequate under Article 594(D) of the Louisiana Code of Civil Procedure. Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seeks similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; and (e) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representatives and Settlement Class Counsel.** The Court finds that Plaintiff Pebbles Martin will likely satisfy the adequacy requirements of Article 591(A)(4) of the Louisiana Code of Civil Procedure and should be appointed as the Class Representative. Additionally, the Court finds that Foster C. Johnson of Ahmad, Zavitsanos & Mensing and Jed Cain of Herman Katz Gisleson Cain should be appointed as Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Article 591 and Article 594 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction and personal jurisdiction over the parties before it. Additionally, venue is proper in this county because a substantial part of the events or omissions giving rise to Martin's claims occurred in this county.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202____, before the Honorable Kern A. Reese, Division L, Courtroom 421, in the Civil District Court for the Parish of Orleans, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes under Articles 591 and 594 of the Louisiana Coode of Civil Procedure; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Class Representatives for Service Awards should be approved.

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

7. **Notice.** The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits A, B, and C** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, and without further order of the Court.

8. **Findings Concerning Notice.** The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Article 592 of the Louisiana Code of Civil Procedure, and (e) and

meet the requirements of the Due Process Clause(s) of the United States and Louisiana Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

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

10. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Notice. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and as stated in the Notice.

Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to LCMC's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

11. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court and to mail copies to Class Counsel and LCMC's counsel. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the "Objection Date." Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class

(e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years.

To be timely, written notice of an objection in the appropriate form must contain the case name and docket number, *Pebbles Martin v. LCMC Health Holdings, Inc. and Louisiana Children's Medical Center*, Case No. 2022-10417, and must be filed with the Clerk of Court by the Objection Date, which is no later than sixty (60) days from the date on which notice program commences pursuant to ¶ 3.2(d) in the Settlement Agreement, and served concurrently therewith upon Class Counsel and LCMC's Counsel, postmarked by the Objection Date, established by this Preliminary Approval Order and as stated in the Notice.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/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 Litigation. The provisions stated in ¶ 5 of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Louisiana Rules of the Courts of Appeal and not through a collateral attack.

12. **Claims Process.** Settlement Class Counsel and LCMC have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

13. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and (iii) 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*.

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

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the

Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

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

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

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Settlement Administrator	Within 30 Days Of Entry Of Preliminary Approval Order
Deadline For Settlement Administrator To Begin Sending Short Form Notice (By Email)	Within Sixty (60) Days Of Entry Of Preliminary Approval Order (the “Notice Commencement Date”)
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/ Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Commencement Date
Settlement Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Date
Claims Deadline	90 Days After Notice Commencement Date
Motion For Final Approval To Be Filed By Class Counsel	At Least 14 Days Prior To Final Approval Hearing
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

DONE AND ORDERED on this ____ day of _____, 2025.

HON. KERN A. REESE