IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

BRENDA GIBSON, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

PICIS CLINICAL SOLUTIONS, INC. d/b/a MEDSTREAMING,

Defendant.
_____/

CASE NO. CACE-26-013729

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiff Brenda Gibson, on behalf of herself and the Settlement Class, and Defendant Picis Clinical Solutions, Inc. d/b/a Medstreaming. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. On or around May 13, 2025, Defendant experienced a network disruption and immediately began an investigation into the matter. As a result of the investigation, Defendant determined that certain files may have been accessed or acquired without authorization on May 13, 2025.

2. On December 3, 2025, Defendant sent notification letters to potentially impacted individuals.

3. On December 10, 2025, Plaintiff filed a lawsuit against the Defendant relating to

[1] All capitalized terms herein shall have the same meanings as those defined in Section II below.

the Data Breach.

4. Shortly thereafter, in an effort to conserve resources for the benefit of those impacted in the Data Breach, the Parties began discussing settlement and scheduled mediation with experienced mediator, Steven Jaffe of Upchurch Watson White & Max.

5. In advance of mediation, Defendant provided Plaintiff with informal discovery including information related to, among other things, the nature and cause of the Data Breach, the number and geographic location of individuals impacted by the Data Breach, and the specific type of information potentially accessed.

6. The Parties participated in a full-day mediation on April 6, 2026. After arms-length negotiations between experienced counsel, the Parties reached agreement on the material terms of this classwide Settlement. During the negotiations, the Parties decided that jurisdiction was appropriate in state court and venue in this Court.

7. Consequently, Plaintiff dismissed her action and filed this Action. The Complaint alleges claims against Defendant for negligence, negligence *per se*, breach of third-party beneficiary contract, and unjust enrichment on behalf of a national class.

8. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the

Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff has entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiff, Defendant, and all Settlement Class Members.

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

II. Definition

9. "**Action**" means the class action lawsuit entitled: *Brenda Gibson v Picis Clinical Solutions, Inc. d/b/a Medstreaming*, Case No. CACE-26-013729 currently pending in the 17th Judicial Circuit in and for Broward County, Florida; inclusive of all other actions filed against Defendant by Plaintiff arising from the Data Breach.

10. "**Agreement**" or "**Settlement**" or "**Settlement Agreement**" means this agreement, and all exhibits attached hereto, between Plaintiff and Defendant.

11. "**Application for Attorneys' Fees, Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees, reimbursement for costs, and for the Service Award for the Class Representative.

12. "**Cash Payment**" means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A or Cash Payment B under Section IV herein.

13. "**Cash Payment A – Documented Losses**" means the up to a total sum of $2,500.00 in cash compensation that Settlement Class Members with documented losses may elect under the Settlement, inclusive of any claims for lost time at $20.00 per hour for a maximum of three hours.

14. "**Cash Payment B – Alternate Cash**" means the $20.00 cash compensation that Settlement Class Members may elect under the Settlement.

15. "**Claim**" means the submission of a Claim Form by a Claimant.

16. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

17. "**Claim Form**" means the proof of claim, substantially in the form attached hereto as ***Exhibit 3***, which may be modified, subject to the Parties' approval, to meet the requirements of the Settlement Administrator.

18. "**Claim Form Deadline**" shall be 15 days before the initial scheduled Final Approval Hearing.

19. "**Claim Process**" means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which are Valid Claims eligible for payment under this Settlement.

20. "**Class Counsel**" means: Mariya Weekes of Milberg, PLLC, and Tonyia J. Johnson of Shamis & Gentile, P.A.

21. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members' full names and current physical addresses.

22. "**Class Representative**" means the Plaintiff that the Court approves as a representative of the Settlement Class.

23. "**Complaint**" means the Class Action Complaint filed in this Action.

24. "**Court**" means the 17th Judicial Circuit in and for Broward County, Florida, and the Judge(s) assigned to the Action.

25. "**Credit Monitoring**" means the two years of one bureau of credit monitoring that Settlement Class Members will receive automatically under the Settlement.

26. "**Data Breach**" means the data-security incident that Defendant detected on or about May 13, 2025, in which an unauthorized threat actor accessed Defendant's computer network and is alleged to have gained access to Private Information of Plaintiff and the Settlement Class, as further detailed in ¶ 1 *supra*.

27. "**Defendant**" means Picis Clinical Solutions, Inc. d/b/a Medstreaming, the defendant in the Action.

28. "**Defendant's Counsel**" means Matthew G. White of Baker, Donelson, Bearman Caldwell & Berkowitz, P.C.

29. "**Effective Date**" means the day after the Final Approval Order is entered if there are no objections to the Settlement, or if there are objections, the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals

are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

30. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

31. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys' Fees, Costs, and Service Awards.

32. "**Final Approval Order**" means the final order the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

33. "**Long Form Notice**" means the long form notice of the Settlement, substantially in the form attached hereto as ***Exhibit 2*** that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

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

35. "**Motion for Preliminary Approval**" means the motion that Plaintiff shall file with the Court seeking Preliminary Approval of the Settlement.

36. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

37. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

38. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

39. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

40. "**Opt-Out Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

41. "**Party**" means either Plaintiff or Defendant, and "**Parties**" means Plaintiff and Defendant, collectively.

42. "**Plaintiff**" means Brenda Gibson, the Plaintiff in this Action.

43. "**Postcard Notice**" means the mail form of Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, which shall be double-sided with a tear-off Claim Form, that will be distributed to those Settlement Class Members for whom physical addresses are maintained by Defendant.

44. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

45. "**Preliminary Approval Order**" means the order preliminarily approving the Settlement, proposed Notice Program, and Claims Process, substantially in the form attached hereto as ***Exhibit 4***.

46. "**Private Information"** means names, dates of birth, medical record numbers, diagnosis/clinical information, mental or physical conditions, medical history, medical treatment/procedure information, medical provider names, and medical dates of service.

47. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

48. "**Released Claims**" means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of or relating to, in whole or in part, actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach, including but not limited to any claims that were asserted or could have been asserted in the Action.

49. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, excess insurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, trustees, attorneys, accountants, auditors, consultants, and representatives.

50. "**Releasing Parties**" means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

51. "**Service Awards**" means the payment the Court may award Plaintiff for serving as Class Representative, which is in addition to any Settlement Class Member Benefit due to Plaintiff

as a Settlement Class Member. The Service Award shall be paid by Defendant separately from the Settlement Class Member Benefits.

52. "**Settlement Administrator**" means RG/2 Claims Administration, LLC, the third-party notice and claims administrator jointly selected by the Parties.

53. "**Settlement Administration Costs**" means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

54. "**Settlement Class**" means all individuals whose Private Information was accessed and/or acquired by an unauthorized party in the Data Breach. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

55. "**Settlement Class Member**" means any member of the Settlement Class who has not opted-out of the Settlement.

56. "**Settlement Class Member Benefits**" means the Cash Payments and Credit Monitoring available to the Settlement Class Members as part of the Settlement.

57. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as

other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

58. "**Valid Claim**" means a Claim Form submitted by a Settlement Class member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

59. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

IV. Settlement Consideration

60. Defendant has agreed to pay, or cause to be paid, for the following: (a) all Settlement Administration Costs; (b) Cash Payments and Credit Monitoring for Settlement Class Members; and (c) any Court-awarded attorneys' fees, costs, and Service Awards.

61. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses up to $2,500.00 or Cash Payment B – Alternate Cash in the amount of $20.00. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

62. ***Cash Payments*** – All Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment payable from Defendant. When submitting a Valid Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Cash Payment.

a. **Cash Payment A – Documented Losses**

All Settlement Class Members are eligible to submit a claim for up to $2,500.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Breach. Cash Payment A includes claims for lost time at $20.00 per hour for a maximum of three hours. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the

Data Breach; and (iii) the loss was incurred after the date of the Data Breach. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B, provided the Claim was otherwise timely submitted.

b. **Cash Payment B – Alternate Cash**

As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B- Alternate Cash which is a cash payment in the amount of $20.00. There is no documentation required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class.

63. ***Credit Monitoring*** – In addition to a Cash Payment, all Settlement Class Members will automatically receive enrollment codes for two years with one bureau of Credit Monitoring. In the Postcard Notice, the Settlement Administrator will provide enrollment codes for the Credit Monitoring to Settlement Class Members. Enrollment and activation of Credit Monitoring services will be available only after the Court grants Final Approval.

64. ***Settlement Administration Costs*** **-** Defendant shall be solely responsible for the payment of all Settlement Administration Costs. The Settlement Administrator and Defendant will enter into a separate agreement related to the payment of the Settlement Administration Costs. Settlement Administration Costs shall be paid by Defendant separate from and in addition to the Settlement Class Member Benefits.

V. Settlement Approval

65. Within five days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Mariya Weekes and Tonyia J. Johnson as Class Counsel; (7) appoint Plaintiff as the Class Representative; (8) appoint RG/2 Claims Administration, LLC as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VI. Settlement Administrator

66. The Parties agree that, subject to Court approval, RG/2 Claims Administration, LLC shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

67. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program and handling the Claims Process.

68. The Settlement Administrator's duties include:

a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending out Cash Payments, to Settlement Class Members;

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently

asked questions of Settlement Class Members who call or otherwise communicate such inquiries;

e. Responding to any mailed Settlement Class Member inquiries;

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

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

h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program and Claims Process were completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing in detail how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each Settlement Class member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment in accordance with the standards set forth in this Agreement;

j. Collecting from Defendant and/or its insurer(s) the funds necessary to pay Valid Claims for Cash Payments and Credit Monitoring;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Ensuring that Credit Monitoring Codes are included as a QR code on the Postcard Notice; and

m. Any other Settlement administration function at the instruction of both Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed to Settlement Class Members.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

69. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

70. Within 20 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program. Settlement Class Members shall be sent the Postcard Notice which shall be double-sided with a tear-off Claim Form.

71. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

72. The Postcard Notice shall be double-sided and include, among other information: a QR code; a description of the material terms of the Settlement; how to submit a Claim Form; an enrollment code for Credit Monitoring; the Claim Form Deadline; the Opt-Out Deadline by which Settlement Class Members must opt-out of the Settlement Class; the Objection Deadline by which Settlement Class Members must object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing

changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

73. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

74. **Opt-Outs.** The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address, and include a statement indicating a request to be excluded from the Settlement Class. Mass or Class opt-outs by an attorney or other representative of a group of Settlement Class Members will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

75. **Objections**. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent

by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection before the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, it must strictly and fully comply with each and every requirement outlined in this Agreement, the Long Form Notice, and the Preliminary Approval Order.

76. For an objection to be considered by the Court, the objection must also set forth:

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the

objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

77. Any Settlement Class Member who fails to comply with the provisions of this Section and the requirements of the Preliminary Approval Order and Long Form Notice shall waive and forfeit any and all rights to appear separately and/or to object, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in this Agreement.

VIII. Claim Form Process and Disbursement of Cash Payments

78. The Notices and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

79. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

80. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form and any supporting documentation before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete and that any supporting documentation meets the standards set forth in this Agreement. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

81. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class member in an effort to determine which Claim Form is the appropriate one for consideration.

82. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can

instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

83. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

84. Where a good faith basis exists, the Settlement Administrator may reduce or reject

a Claim for, among other reasons, the following:

a. Failure to fully complete and/or sign the Claim Form;

b. Illegible Claim Form;

c. The Claim Form is fraudulent or contains false information;

d. The Claim Form is duplicative of another Claim Form;

e. The Claimant is not a Settlement Class member;

f. The Claimant submitted a valid request to opt-out of the Settlement Class.

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with this Settlement.

85. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

86. The Settlement Administrator shall provide all information gathered in

investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within 30 days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 10 days of the invoice.

88. No later than 60 days of the Effective Date, the Settlement Administrator shall distribute Cash Payments.

89. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, by sending Settlement Class Members with Valid Claims an email to select from alternative forms of electronic payment or by paper check. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement

Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

90. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

IX. Final Approval Order and Final Judgement

91. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

92. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine that the Notice Program satisfies Due Process requirements;

d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from

the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;

e. Release Defendant and the other Released Parties from the Released Claims; and

f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Service Awards, Attorneys' Fees, and Costs

93. ***Service Awards*** **-** Class Counsel, on behalf of the Class Representative, may seek a Service Award of up to $2,500.00, subject to Court approval. The Service Award shall be payable separately from the Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Award by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date.

94. ***Attorneys' Fees and Costs*** **-** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of $100,000, to be paid by or on behalf of Defendant separate from Defendant's obligation to pay Settlement Administration Costs and the Settlement Class Member Benefits to Settlement Class Members. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by check or wire transfer to an account designated by Class Counsel within five days of the Effective Date.

95. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Award were not negotiated until after all material terms

of the Settlement.

XI. Releases

96. Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Breach that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

98. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any

and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

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

a. Court approval of the Settlement consideration and releases set forth herein;

b. The Court has entered the Preliminary Approval Order;

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

d. The occurrence of the Effective Date.

100. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

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

terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

XIII. Effect of Termination

102. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XIV. No Admission of Liability

104. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been

asserted in the Action.

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

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

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

108. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action,

suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

109. *Gender and Plurals*. As used in this Agreement, the masculine, feminine or gender neutral, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

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

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

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

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

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

115. ***Governing Law***. Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Florida, without regard to the principles thereof regarding choice of law.

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

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

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

If to Plaintiff or Class Counsel:

Mariya Weekes
Milberg PLLC

201 Sevilla Avenue, Ste. 200
Coral Gables, FL 33134
mweekes@milberg.com

Tonyia J. Johnson
Shamis & Gentile, P.A.
14 NE 1st Avenue, Suite 705
Miami, FL 33132
tjohnson@shamisgentile.com

If to Defendant or Defendant's Counsel:

Matthew G. White
Baker, Donelson, Bearman Caldwell & Berkowitz, P.C.
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
mwhite@bakerdonelson.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

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

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

121. ***Authority***. Class Counsel (for the Plaintiff and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiff and Defendant respectively to all terms of this Agreement. Any

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

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

123. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

124. ***Receipt of Advice of Counsel***. Each Party acknowledges, agrees, and specifically

warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

CLASS COUNSEL (on behalf of Plaintiff and the Settlement Class)

_____
MARIYA WEEKES
MILBERG, PLLC

_____
TONYIA J. JOHNSON
SHAMIS & GENTILE, P.A.

PICIS CLINICAL SOLUTIONS, INC.
d/b/a MEDSTREAMING

_____
By: John Danahey
Its Group Leader/Executive Vice Pre

COUNSEL FOR PICIS CLINICAL SOLUTIONS, INC. d/b/a MEDSTREAMING

Matt White (Sep 16, 2026 08:44:57 CDT)
_____
MATTHEW G. WHITE
BAKER, DONELSON, BEARMAN
CALDWELL & BERKOWITZ, P.C.

CLASS COUNSEL (on behalf of Plaintiff and the Settlement Class)

Mariya Weekes
Mariya Weekes (Aug 31, 2026 12:54:40 EDT)
_____

MARIYA WEEKES
MILBERG, PLLC

Tony J. Johnson (Aug 31, 2026 12:55:09 EDT)
_____

TONYIA J. JOHNSON
SHAMIS & GENTILE, P.A.

PICIS CLINICAL SOLUTIONS, INC.
d/b/a MEDSTREAMING

_____
By: _____
Its _____

COUNSEL FOR PICIS CLINICAL SOLUTIONS, INC. d/b/a MEDSTREAMING

_____

MATTHEW G. WHITE
BAKER, DONELSON, BEARMAN
CALDWELL & BERKOWITZ, P.C.

EXHIBIT 1

Picis Clinical Solutions Data Breach Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

Court Approved Legal Notice

Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming, Case No. CACE-26-013729

A Court has authorized this Notice.

This is not a solicitation from a lawyer.

(WEBSITE)
1-866-742-4955

More Information: Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at **(WEBSITE)** or by calling toll free 1-800-742-4955

<<barcode>>

Postal Service: Please do not mark barcode

Unique Notice ID: «Notice ID»
Pin: «Pin Code»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID
PIN: <<Pin Code>>
NAME: «NAME
ADDRESS: «ADDRESS

PICIS CLINICAL SOLUTIONS
DATA BREACH CLAIM FORM

«barcode»

1. Cash Payment

☐ Check this box if you wish to receive the **Alternate Cash Payment**. You cannot receive both the Alternate Cash Payment and reimbursement for Documented Losses. If you wish to submit a claim for reimbursement for Documented Losses, please visit (WEBSITE) to submit your claim online or to download the full Claim Form to complete and return by mail.

2. Select one of the following payment methods:

☐ PayPal ☐ Venmo ☐ Check

Please provide the email address or phone number associated with your PayPal or Venmo account: _____

3. Credit Monitoring

☐ Check this box if you wish to receive two years with one bureau of Credit Monitoring.

Email Address (required for credit monitoring): _____

4. Certification By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____ **Printed Name:** _____ **Date:** _____

A proposed Settlement arising out of a Data Breach has been reached with *Picis Clinical Solutions, Inc. d/b/a Medstreaming*, On or around May 13, 2025, an unauthorized third party potentially gained access to Settlement Class Members' Private Information (the "Data Breach").

Who is Included? Class Members include all natural persons whose Private Information may have been compromised in the Data Breach, including all persons who were sent notice of the Data Breach.

What does the Settlement Provide? The Settlement establishes a Fund to be used to pay for (1) Documented Loss Payments or pro rata Cash Fund Payments; (2) costs of Notice and Administrative Expenses; (3) Service Awards to the Class Representatives; and (4) Fee Award and Costs. Claimants may select **one** of the following forms of Settlement relief:

- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Data Breach (up to $2,500.00); **OR**
- **Alternate Cash Payment –** as an alternative to Cash Payment A – Documented Losses, a cash payment in the amount of $20.00. No documentation is required to claim this benefit.
- **Credit Monitoring** – in addition to a Cash Payment, all Settlement Class Members may elect to receive two years with one bureau of Credit Monitoring.

How To Get Benefits: You must complete and file a Claim Form online or by mail postmarked by (DATE), including required Reasonable Documentation if you choose a Documented Loss Payment. You can file your claim online at (WEBSITE) using the Unique Notice ID and Pin on this postcard. You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit by mail. You can also request a Claim Form by contacting (Email Address).

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by (DATE). If you do not exclude yourself, you will release any claims you may have against Defendant or the Released Parties (as defined in the Settlement Agreement) related to the Picis Data Breach, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by (DATE).

The Final Approval Hearing: The Court will hold a Final Approval Hearing on (DATE), **at (TIME)** before the Honorable (JUDGE) of the Circuit Court of the 17th Judicial Circuit In and For Broward County, Florida, 201 SE 6th Street, Fort Lauderdale, FL 33301, Courtroom _____ to consider whether to approve the Settlement, Service Awards, Fee Award and Costs, 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 hearing may be held remotely, so please check the settlement website for those details.

_____

_____

_____

Business
Reply Mail

Picis Clinical Solutions Settlement
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479

EXHIBIT 2

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

If Your Private Information Was Identified as being Potentially Accessed in the Data Breach Announced by Defendant Picis Clinical Solutions, Inc. d/b/a Medstreaming ("Defendant") on December 3, 2025, You May be Eligible for Benefits From a Class Action Settlement.

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

- A proposed Settlement has been reached in a class action lawsuit known as *Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming*, Case No. CACE-26-013729 (the "Action"), filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.
- This Action arises out of unauthorized access on or around May 13, 2025 to Defendant's systems and potentially certain files containing Private Information that was announced by Defendant on or about December 3, 2025. The Action was filed by certain individuals ("Plaintiffs") who claim that Defendant's data-security measures were inadequate to protect their Private Information. Defendant denies Plaintiffs' claims and any wrongdoing.
- All Settlement Class Members can receive the following benefits from the Settlement: (1) up to $2,500.00 for documented out-of-pocket expenses; (2) flat cash payment of $20.00; and (3) two years of one bureau of Credit Monitoring.
- You are included in this Settlement as a Settlement Class Member if your Private Information was identified as being potentially accessed in the Data Breach announced by Defendant on December 3, 2025.
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
Submit a Claim	**You must submit a Valid Claim to get money from this Settlement.** Claim Forms must be submitted online by (DATE), if mailed, postmarked no later than (DATE).
Exclude Yourself	**Get out of the Settlement. Get no money. Keep your rights.** This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the Settlement. Your request to exclude yourself must be postmarked no later than (DATE).
File an Objection	Stay in the Settlement but tell the Court why you think the Settlement should not be approved. Objections must be postmarked no later than (DATE).
Go to a Hearing	You can ask to speak in Court about the fairness of the Settlement, at your own expense. *See* Question 18 for more details. The Final Approval Hearing is scheduled for (DATE).

WHAT THIS NOTICE CONTAINS

Basic Information ..... Pages 3-4

1. How do I know if I am affected by the Action and Settlement?
2. What is this case about?
3. Why is there a Settlement?
4. Why is this a class action?
5. How do I know if I am included in the Settlement?

The Settlement Benefits ..... Pages 4-5

6. What does this Settlement provide?
7. How do I submit a Claim?
8. What am I giving up as part of the Settlement?
9. Will the Class Representative receive compensation?

Exclude Yourself ..... Pages 5-6

10. How do I exclude myself from the Settlement?
11. If I do not exclude myself, can I sue later?
12. What happens if I do nothing at all?

The Lawyers Representing You ..... Page 6

13. Do I have a lawyer in the case?
14. How will the lawyers be paid?

Objecting to the Settlement ..... Pages 6-7

15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

The Final Approval Hearing ..... Page 8

17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to come to the hearing?
19. May I speak at the hearing?

Do Nothing ..... Page 8

20. What happens if I do nothing?

Get More Information ..... Page 9

21. How do I get more information about the Settlement?

BASIC INFORMATION

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

You are a Settlement Class Member if your Private Information was identified as being potentially accessed in the Data Breach announced by Defendant on December 3, 2025.

2. What is this case about?

This case is known as *Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming*, Case No. CACE-26-013729 (the "Action"), filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. The persons who sued are called the "Plaintiffs" and the entity they sued, Picis Clinical Solutions, Inc. d/b/a Medstreaming, is known as the "Defendant" in this case.

Plaintiffs filed a lawsuit against Defendant, individually, and on behalf of anyone whose Private Information was potentially accessed in the Data Breach. They claim Defendant's data-security measures were inadequate to protect their Private Information. Defendant denies Plaintiffs' claims and any wrongdoing.

3. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. Plaintiffs, Defendant, and their attorneys believe the proposed Settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of Plaintiffs or Defendant. Full details about the proposed Settlement are found in the Settlement Agreement available at (WEBSITE).

4. Why is this a class action?

In a class action, one or more people called a "Class Representative" sue on behalf of all people who have similar claims. All of these people together are the "Settlement Class" or "Settlement Class Members."

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

You are a Settlement Class Member if your Private Information was identified as being potentially accessed in the Data Breach announced by Defendant on December 3, 2025.

If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the Settlement, visit (WEBSITE), call toll free 1-866-742-4955, send an email to (EMAIL ADDRESS), or write to Picis Clinical Solutions Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

6. What does this Settlement provide?

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

Expense Reimbursement

Cash Payment A - Documented Losses: Settlement Class Members are eligible to submit a claim for up to $2,500.00 per Settlement Class Member upon presentment of reasonable documentation of losses related to fraud and/or identity theft as a result of the Data Breach. Cash Payment A includes claims for lost time at $20.00 per hour for a maximum of three hours. Documented expenses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Breach; and (iii) the loss was incurred after the date of the Data Breach. To receive payment for documented losses, a Settlement Class Member must complete and submit a Claim Form and include third-party documentation in support of the Claim. Claims must be for actual, out-of-pocket monetary losses documented by receipts, invoices, or similar third-party records. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member alone do not constitute proper documentation, but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit documentation supporting a loss, or if the Settlement Administrator rejects for any reason the Settlement Class Member's Claim and the Settlement Class Member fails to cure the Claim, the Claim will be rejected. If the Claim is rejected, the Settlement Class Member's Claim will be as if he or she elected Cash Payment B, provided the Claim was otherwise timely submitted.

Cash Payment B – Alternate Cash: As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B- Alternate Cash which is a cash payment in the amount of $20.00. There is no documentation required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in the Settlement Class.

Credit Monitoring: In addition to a Cash Payment, all Settlement Class Members may elect to receive two years with one bureau of Credit Monitoring.

7. How do I submit a claim?

All claims will be reviewed by the Settlement Administrator. You must file a Claim Form to get any money from the proposed Settlement. Claim Forms must be submitted online or postmarked no later than **[insert date]**. You can download a Claim Form at (WEBSITE), send an email to (Email Address), or call the Settlement Administrator at 1-866-742-4955. The unique Class Member ID and PIN that were printed on the Notice you received will be required to access the online and paper claim form.

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

If you stay in the Settlement Class, you will be eligible to receive benefits, but you will not be able to sue Defendant and the Released Parties and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers,

principals, agents, attorneys, insurers, and reinsurers regarding the claims in this case. The Settlement Agreement, which includes all provisions about settled claims, releases, and Released Parties, is available at (Website).

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

9. Will the Class Representative receive compensation?

Yes. The Class Representative will receive a service award of up to $2,500 to compensate them for their services and efforts in bringing the lawsuit.

EXCLUDE YOURSELF

10. How do I exclude myself from the Settlement?

If you do not want to be included in the Settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you and must include your name, address, telephone number, and email address (if any). Your request must clearly manifest your intent to be excluded from the Settlement.

Your written request for exclusion must be postmarked no later than (DATE) to:

Picis Clinical Solutions Settlement

c/o RG/2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

Instructions on how to submit a request for exclusion are available at (WEBSITE), or from the Settlement Administrator by calling 1-866-742-4955.

If you exclude yourself, you will not be able to receive any benefits from the Settlement and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this Settlement resolves.

11. If I do not exclude myself, can I sue later?

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

12. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed Mariya Weekes of the law firm MILBERG, PLLC., and Tonyia J. Johnson of the law firm SHAMIS & GENTILE, P.A. (called "Class Counsel") to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees, costs, and litigation expenses in an amount not to exceed $100,000. A copy of Class Counsel's Application for Attorneys' Fees, Costs, and expenses will be posted on the Settlement Website, (WEBSITE), before the Final Approval Hearing. The Court will make the final decisions as to the amounts to be paid to Class Counsel and may award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

If you want to tell the Court that you do not agree with the proposed Settlement or some part of it, you can submit an objection telling it why you do not think the Settlement should be approved. Objections must be submitted in writing and include all the following information:

For an objection to be considered by the Court, the objection must set forth:

(a) the objector's full name, mailing address, telephone number, and email address (if any);

(b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

(c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

(d) the identity of all counsel (if any) who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

(e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

(f) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

(g) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

(h) the objector's signature (an attorney's signature is not sufficient).

(i) Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

Your Objection must also include the case name and docket number, *Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming, Case No. XXXXXXXX*, and be filed with the Clerk of the Court and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, as follows:

CLERK OF THE COURT	CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of the Court Broward County 201 SE 6th Street Fort Lauderdale, FL 33301	MILBERG, PLLC Attn: Mariya Weekes 201 Sevilla Avenue Suite 200 Coral Gables, FL 33134 SHAMIS & GENTILE, P.A. Attn: Tonyia J. Johnson 14 NE 1st Ave, STE 705 Miami, FL 33132	BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C. Attn: Matthew G. White 165 Madison Avenue Suite 2000 Memphis, TN 38103	Picis Clinical Solutions Settlement c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

If you do not submit your objection with all requirements, or if your objection is not received by (DATE), you will be considered to have waived all Objections and will not be entitled to speak at the Final Approval Hearing.

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

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

THE FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on (DATE)at (TIME) at the (Court and address). The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check (WEBSITE) for updated information.

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the Application for Attorneys' Fees, Costs, and Service Awards.

18. Do I have to come to the hearing?

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

If you submit an Objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Approval Hearing, but that is not necessary.

19. May I speak at the hearing?

Yes. You can speak at the Final Approval Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required. You cannot speak at the hearing if you exclude yourself from the Settlement.

DO NOTHING

20. What happens if I do nothing?

If you do nothing, you will not get any benefits from the Settlement, you will not be able to sue for the claims in this Action, and you will release the claims against Defendant and Released Parties described in Question 8.

GET MORE INFORMATION

21. How do I get more information about the Settlement?

This is only a summary of the proposed Settlement. If you want additional information about this Action, including a copy of the Settlement Agreement, the Complaint, the Court's Preliminary Approval Order, the Application for Attorneys' Fees, Costs, and Service Awards, and more, please visit (WEBSITE) or call 1-866-742-4955. You may also contact the Settlement Administrator at Picis Clinical Solutions Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

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

EXHIBIT 3

Your claim must be submitted online or postmarked by: (DATE)

CLAIM FORM

Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming
Case No. CACE-26-013729
Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida

GENERAL INSTRUCTIONS

You are a Settlement Class Member if your Private Information was identified as being potentially accessed in the Data Breach in or around May 13, 2025 and announced by Defendant Picis Clinical Solutions, Inc. d/b/a Medstreaming ("Defendant") on December 3, 2025.

You may submit a claim for settlement benefits, outlined below. You are eligible for monetary recovery in this settlement if you submit a valid and approved claim in the settlement of *Brenda Gibson, et al v. Picis Clinical Solutions, Inc. d/b/a Medstreaming*, Case No. CACE-26-013729 (the "Action"), filed in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. Please refer to the Long-Form Notice posted on the Settlement Website (WEBSITE) for more information on submitting a Claim Form.

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

Picis Clinical Solutions Settlement

c/o RG/2 Claims Administration LLC

P.O. Box 59479

Philadelphia, PA 19102-9479

The unique Class Member ID and PIN that were printed on the Notice you received will be required to access the online and paper claim forms. The deadline to submit online or mail a Claim Form is (DATE).

You may submit a claim for the following benefits:

1) **Cash Payment A – Documented Losses:** Settlement Class Members may submit a claim for a Cash Payment of up to $2,500.00 per Settlement Class Member upon presentment of proper documented losses for fraud and identity theft reasonably traceable to the Data Breach. To receive reimbursement for these losses, Settlement Class Members must submit a valid and timely claim, including necessary supporting documentation to the Settlement Administrator. That means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not, without more, constitute reasonable documentation but may be included to provide clarification, context, or support for other third-party reasonable documentation submitted with the Claim.

2) **Cash Payment B – Alternate Cash Payment:** As an alternative to Cash Payment A – Documented Losses, all Settlement Class Members may elect to receive Cash Payment B - Alternate Cash Payment, which is a cash payment in the amount of $20.00. There is no documentation required to claim this benefit other than submission of a valid and timely Claim Form attesting to membership in

the Settlement Class.

3) **Credit Monitoring:** In addition to a Cash Payment, all Settlement Class Members may elect to receive two years with one bureau of Credit Monitoring.

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

_____

Name

_____

Address 1

_____

Address 2

_____ ____ ____ _____

City **State** **Zip Code**

_____@_____

Email Address (*Required if requesting electronic payment or Credit Monitoring*)

Telephone Number: (_____ _____ _____) _____ _____ _____ - _____ _____ _____ _____

II. CLASS MEMBERSHIP

☐ Check this box to certify that you are an individual whose Private Information was potentially impacted in the Data Breach.

Enter the Class Member ID provided on your Notice: _____

III. CASH PAYMENT A - DOCUMENTED LOSSES

Settlement Class Members may submit a claim for up to $2,500 of documented losses for fraud and identity theft reasonably traceable to the Data Breach. Documentation of such losses may include, without limitation, the following: (i) telephone records; (ii) correspondence including emails; (iii) receipts.

☐ **Check this box if you wish to submit a claim for a Cash Payment for Documented Losses.** To receive a

Cash Payment for Documented Losses, a Settlement Class Member must attest, under penalty of perjury, to incurring documented losses. You are required to submit reasonable documentation supporting the losses and demonstrating that the losses are more likely than not related to the Data Breach.

Total amount for this category $ _____ (not more than $2,500)

Settlement Class Members with losses must submit documentation supporting their claims. This can include receipts or other documentation not "self-prepared" by the claimant that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement for losses, but can be considered to add clarity or support other submitted documentation and a description of how the time was spent.

IV. CASH PAYMENT B – ALTERNATE CASH PAYMENT

All Settlement Class Members may make a claim for a flat cash payment in the amount of $20.00 without the need to document losses incurred as a result of the Data Breach.

☐ **Check this box to request an Alternate Cash Payment.**

V. CREDIT MONITORING

In addition to electing to receive monetary compensation, all Settlement Class Members may also elect to receive two years with one bureau of Credit Monitoring. If you elect to receive Credit Monitoring, an activation code will be sent to the email address you provided on this Claim Form once settlement benefits are distributed.

☐ **Check this box to request Credit Monitoring.**

VI. PAYMENT SELECTION

☐ Check this box if you would like to receive payment for your approved claim, if any, via electronic means.

Please provide the email address for an electronic payment notification: _____

If you do not check this box or provide a valid email address, your payment will be mailed via check to the address provided above.

VII. ATTESTATION & SIGNATURE

By signing my name below, I swear and affirm under penalty of perjury that the information included on this Claim Form is true and accurate, and that I am completing this claim form to the best of my personal knowledge. I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

_____ ___ ___ / ___ ___ / ___ ___ ___ ___

Signature Date

_____

Print Name

EXHIBIT 4

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

BRENDA GIBSON,
individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

PICIS CLINICAL SOLUTIONS, INC.
d/b/a MEDSTREAMING,

Defendant.
_____/

CASE NO. CACE-26-013729

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

WHEREAS, Plaintiff, individually, and on behalf of the Settlement Class, and Defendant have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed Settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Agreement.

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiff and all Settlement Class Members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission or finding of fault or liability by Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All individuals whose Private Information was accessed and/or acquired by an unauthorized party in the Data Breach.

5. Excluded from the Settlement Class are (a) Defendant and its officers and directors, and (b) any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

6. The Court preliminarily finds that the terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

7. The Court finds that, for purposes of settlement only: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of the Plaintiff are typical of the

claims of the members of the Settlement Class; the Plaintiff are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiff will fairly and adequately represent the interests of the Settlement Class in the Action, and appoints her as the Class Representative, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Mariya Weekes of Milberg, PLLC, and Tonyia J. Johnson of Shamis & Gentile, P.A.

9. The Parties have selected RG/2 Claims Administration LLC to serve as the Settlement Administrator. The Court hereby approves of and appoints RG/2 Claims Administration LLC and directs it to commence the Notice Program and initiate the Claims Process and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. Within 5 days after the date of this Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator, as required by the Settlement Agreement.

11. The Parties have prepared the Notices, which are attached to the Agreement. The Court preliminarily finds that the Notice provided to Settlement Class Members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from

the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members entitled to receive notice.

12. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement. The Settlement Administrator shall commence the Notice Program within 20 days following entry of this Order and shall complete the Notice Program no later than 45 days before the initial date set for the Final Approval Hearing, as set forth in the Settlement Agreement.

13. Settlement Class Members who wish to opt-out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline. The process to opt-out is set forth in the Agreement and in the Notice. Settlement Class Members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and final judgment approving the Settlement.

14. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Agreement and Notice shall be bound by any Final Approval Order and final judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

15. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file and mail any

objections pursuant to the requirements set forth in the Settlement Agreement and Long Form Notice. To be considered by the Court, objections must strictly comply with those requirements or they will not be considered by the Court.

16. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be filed or postmarked no later than the Objection Deadline.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement. The Final Approval Hearing will be held in person at the Broward County Courthouse, 201 SE 6th Street, Fort Lauderdale, FL 33301, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any attorneys' fees and costs to be awarded to Class Counsel and whether to approve the amount of the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (which the court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to provide Settlement Class List to Settlement Administrator	Within 5 days of Preliminary Approval Order
Deadline to commence Notice Program	Within 20 days of Preliminary Approval
Deadline to complete Notice Program	45 days before the initial scheduled Final

	Approval Hearing
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	**To be set by a separate notice of hearing**

19. The Court stays all proceedings in this Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the term of the Agreement. Any actions brought by Settlement Class Members concerning the Released Claims are stayed and/or enjoined, pending the Court's entry of the Final Approval Order.

DONE AND ORDERED in chambers at Broward County, Florida on this ____ day of _____, 2026.

_____
Hon. _____
CIRCUIT COURT JUDGE

EXHIBIT 5

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

BRENDA GIBSON,
individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

PICIS CLINICAL SOLUTIONS, INC.
d/b/a MEDSTREAMING,

Defendant.
_____/

CASE NO. CACE-26-013729

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARD

WHEREAS, on _____, 2026, Plaintiff submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney Fees, Costs, and Service Award (DE# ___);

WHEREAS, on _____, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiff as Class Representative; (4) appointed Tonyia Johnson of Shamis & Gentile, P.A., and Mariya Weekes of Milberg PLLC as Class Counsel; (5) approved the form and manner of Notice and the Notice Program; (6) approved the Claim Process and Claim Form; and (7) set the Final Approval Hearing date (DE# ___);

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by direct mailed Postcard Notice, and by publication of the Settlement Website and toll-free telephone number;

WHEREAS, on _____, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorney Fees, Costs, and Service Award;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section II of the Settlement Agreement and Releases and all capitalized terms used in this Final Approval Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Florida Rule of Civil Procedure 1.220, and all other applicable law and rules. The Claims process is also fair, and the Claim Form is easily understandable.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, including, but not limited to, (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration

of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved.

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

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

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

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

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

9. The appointment of Plaintiff as Class Representative is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(3) for only the purposes of the

Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiff are typical of the claims of the members of the Settlement Class; (4) the Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the number of claims filed, any objections to the Settlement, and the number of opt outs, which indicate a positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class: "all individuals whose Private Information was accessed and/or acquired by an unauthorized party in the Data Breach."

Excluded from the Settlement Class are: (a) all persons who are directors and officers of Defendant; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (d) Settlement Class Members who submitted a valid request for Exclusion prior to the Opt-Out Deadline.

14. There have been no opt outs or objections to the Settlement, and the Court finds that the Settlement remains fair, reasonable, and adequate.

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

16. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties release and forever discharged the Released Parties from any and all Released Claims as defined in the Agreement.

17. Class Counsel is awarded **$**_____ for attorney fees and costs. Under applicable Florida precedent, the requested attorney fees and costs are reasonable. *See, e.g., Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995). The requested attorney fees and costs shall be paid in accordance with the Agreement.

18. The Class Representative shall be awarded a Service Award in the amount of **$**_____. The Service Award shall be paid in accordance with the Agreement.

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

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

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall

not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to the Florida Rules of Civil Procedure.

DONE AND ORDERED in Chambers in Fort Lauderdale, Broward County, Florida on _____, 2026.

_____
HON. _____
CIRCUIT COURT JUDGE

Picis Combined Settlement Agreement[2]

Final Audit Report 2026-08-31

Created:	2026-08-31
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Status:	Signed
Transaction ID:	CBJCHBCAABAAzH5OWherfWFJ9fDhp5S7Ga-SOpAYHXRf

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2026-08-31 - 4:50:42 PM GMT

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ClassAction.org

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