

**IN THE CIRCUIT COURT OF JOHNSON COUNTY, ARKANSAS
CIVIL DIVISION**

REBECCA MILLER, JOSEPH OWENS,
HALEY DAVIS, BRIAN CROW, DEBRA GOODWIN,
SHENIKA GRAY, CATHY WEDGE, LEIGH KRUGER,
SELENA BARNETT NICHOLAS BURGESS AND ZOE KENNEY,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED

PLAINTIFFS

v.

Case No. 36CV-24-177

ARISA HEALTH, INC.

DEFENDANT

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Class Settlement Agreement” or “Settlement Agreement” or “Agreement” or “Settlement”) is made and entered into by and among the following Settling Parties (as defined below): (i) Plaintiffs Rebecca Miller, Joseph Owens, Haley Davis, Brian Crow, Debra Goodwin, Shenika Gray, Cathy Wedge, Leigh Kruger, Selena Barnett, Nicholas Burgess, and Zoe Kenney, and Nicholas Burgess (“Representative Plaintiffs” or “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through Settlement Class Counsel, as defined below and (ii) Defendant Arisa Health, Inc. (“Arisa” or “Defendant” and together with Plaintiffs, the “Parties”). This Class Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), and this Litigation upon and subject to the terms and conditions hereof.

This Litigation arose from an alleged data breach perpetrated upon Arisa during which unauthorized third-party actors allegedly gained access to Arisa’s computer systems and accessed,

compromised, and/or exfiltrated files that contained Private Information (as defined herein) of approximately 360,351 individuals (as further defined herein the “Incident”), which may have included their full name, address, date of birth, email address, Social Security number, medical record number, health insurance number or member ID, certification of substance abuse program completion, medical history and diagnosis, and driver’s license number (as further defined herein “Private Information”). In response to the Incident, Plaintiffs filed several individual actions, and on September 17, 2024, which Plaintiffs then fully consolidated into this action on April 21, 2025. The operative complaints include claims for negligence, breach of implied contract, breach of fiduciary duty, unjust enrichment, and invasion of privacy.

Under the terms agreed to and set out below, this Class Settlement Agreement resolves all actions, proceedings, and claims against Arisa and the Released Parties that are asserted in, arise from, or relate to the Incident, as well as all other actions by and on behalf of individuals or putative classes arising from the matters referenced in those complaints—with the exception of any Settlement Class Members who timely and validly elect to opt out of this Settlement.

I. CLAIMS OF REPRESENTATIVE PLAINTIFF AND BENEFITS OF THE CLASS SETTLEMENT

Representative Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaint filed in the Litigation, have merit. Representative Plaintiffs and Settlement Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Arisa and the Released Parties through motion practice, trial, and potential appeals. They have also considered the uncertain outcome, particularly in an area which remains in a state of development, and risk of further litigation, as well as the difficulties and delays inherent in litigation. Settlement Class Counsel are highly experienced in class action litigation, particularly in data breach incident litigation, and knowledgeable regarding

the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Settlement Class Counsel is knowledgeable of the charitable immunity doctrine under Arkansas law. In addition, Arisa contends Plaintiffs will face difficulties in certifying a class, proving liability and causation, and establishing compensable damages on a class-wide basis. Although Settlement Class Counsel believe Representative Plaintiffs would prevail on class certification and liability issues as to Arisa, they nevertheless acknowledge the risks involved in data breach litigation and believe this Settlement is in the best interest of the Settlement Class. Settlement Class Counsel have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of Representative Plaintiffs and the Settlement Class. Moreover, the Parties believe that the notice process detailed below provides ample due process to absent Class Members.

II. DENIAL OF WRONGDOING AND LIABILITY

Arisa denies each and all the claims and contentions alleged against it in the Litigation and believes its defenses have merit. Arisa denies all claims of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Specifically, Arisa is entering into this Agreement without concession of liability and reserving its rights.

Arisa asserts the defense of the charitable immunity doctrine under Arkansas law. Arisa asserts that the defense of the charitable immunity doctrine protects organizations created and maintained exclusively for charity from both suit and liability from tort claims and certain other claims. Arisa asserts that it is a tax-exempt, public charity created and maintained exclusively for charitable purposes, and Arisa asserts that the charitable immunity doctrine fully protects Arisa and the Released Parties from suit and liability arising from the Incident. Arisa and the Released Parties fully reserve their respective rights with respect to the charitable immunity doctrine.

Arisa has concluded that further Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement. Arisa has, therefore, determined it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Class Settlement Agreement.

III. TERMS OF THE SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, and Arisa that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, except as to those Settlement Class Members who timely and validly opt out of this Class Settlement Agreement, upon and subject to the terms and conditions of this Class Settlement Agreement. The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the Litigation, and the Settlement Agreement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1. DEFINITIONS

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

1.1 “Administration Costs” means all of the expenses incurred in the administration of this Settlement by the Claims Administrator, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and

administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administration Costs also includes all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Agreement. The amount of the Administration Costs shall be limited as set forth in Paragraph 1.31.

1.2 “Agreement,” Settlement”, “Settlement Agreement,” and “Class Settlement Agreement” means this Class Settlement Agreement and Release.

1.3 “Attorneys’ Fees and Expenses Award” means such funds as may be awarded by the Court to Settlement Class Counsel to compensate Settlement Class Counsel fully and completely for their fees, costs, and expenses in connection with the Litigation. The amount of the Attorneys’ Fees and Expenses Award shall be limited as set forth in Paragraphs 1.33 and 9.1.

1.4 “Claims Administration” means the processing of payments to Settlement Class Members by the Claims Administrator.

1.5 “Claims Administrator” means Epiq, a company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation, or such other company experienced in administering class action claims generally and specifically those of the type provided for in this Litigation that is jointly agreed upon by the Settling Parties and approved by the Court.

1.6 “Claims Deadline” shall mean the deadline for Class Members to submit a claim under this Settlement Agreement, which shall be no less than seventy-five (75) days from the Notice Deadline.

1.7 “Claim Form” shall mean the form used by Settlement Class Members to file claims for the benefits offered in this settlement, substantially in the form attached hereto as **Exhibit A**, as approved by the Court.

1.8 “Class Notice” means the notice of settlement that is contemplated by this Class Settlement Agreement, and which shall include the long form notice (“Long Notice”) to be posted on the settlement website and a summary notice to be sent via first-class U.S. mail to the individuals who received formal notice of the Incident from Arisa (“Short Notice”), substantially in the forms attached hereto as **Exhibits B** and **C**, respectively, as approved by the Court.

1.9 “Effective Date” means (1) the date by which all the events and conditions specified in Paragraphs 1.10 and 1.11 below for the Final Approval Order and Judgment to become Final have occurred or have been met; and (2) if any objector has standing to appeal, all times to appeal have expired either without an appeal or, if any appeal was filed, such proceedings have concluded and is no longer subject to any court proceedings. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award. Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.

1.10 “Final” means the occurrence of all the following events: (a) the settlement pursuant to this Class Settlement Agreement is approved by the Court; (b) the Court has entered a Final Approval Order and Judgment (as that term is defined herein); (c) the Claims Administrator has distributed all Net Settlement Funds in accordance with Paragraphs 2.1-2.6 below; and (d) the time to appeal or seek permission to appeal from the Final Approval Order and Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Final Approval Order and Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the foregoing, any order modifying or reversing any Attorneys’ Fees and

Expenses Award or Service Award made in this case shall not affect whether the Final Approval Order and Judgment is “Final” as defined herein or any other aspect of the Final Approval Order and Judgment.

1.11 “Final Approval Hearing” means the final hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Class Settlement Agreement and the proposed settlement of the Litigation.

1.12 “Final Approval Order and Judgment” means the Court’s Order and Judgment Granting Final Approval of Class Action Settlement, which, among other things, approves this Class Settlement Agreement and the settlement of the Litigation as fair, adequate, and reasonable, and confirms the final certification of the Settlement Class, substantially in the form attached hereto as **Exhibit E**.

1.13 “Incident” means the March 1, 2024 through March 18, 2024 incident alleged in the Complaint filed by Representative Plaintiffs and the Litigation during which unauthorized third-party actors allegedly gained access to Arisa’s computer systems and accessed, compromised, and/or exfiltrated files that contained Private Information (as defined herein) of approximately 360,351 individuals, and that Arisa disclosed to potentially-impacted individuals beginning on or about July 19, 2024.

1.14 “Litigation” means this action filed in the Circuit Court of Johnson County, Arkansas and captioned *Rebecca Miller et. al., v. Arisa Health, Inc.*, Case No. 36CV-24-177.

1.15 “Net Settlement Fund” means the amount of funds remaining in the Settlement Fund after funds for Credit Monitoring, Documented Losses, and Pro Rata Cash Payments are paid from, or allocated for payment from, the Settlement Fund for Settlement Costs.

1.16 “Non-Profit Residual Recipient” means the Electronic Privacy Information Center, a 26 U.S.C. § 501(c)(3) non-profit organization that promotes digital privacy efforts and awareness.

1.17 “Notice Deadline” means the date by which notice to the Settlement Class shall be commenced and shall be thirty (30) days after the entry of the Preliminary Approval Order.

1.18 “Objection Deadline” means sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

1.19 “Opt-Out” means a Settlement Class Member (a) who timely submits a properly completed and executed Request for Exclusion, (b) who does not rescind that Request for Exclusion before the Opt-Out Deadline, and (c) as to whom there is not a successful challenge to the Request for Exclusion.

1.20 “Opt-Out Deadline” means the date by which Settlement Class Members must mail or submit through the settlement website their Request for Exclusion in order for it to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Deadline shall be sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, or assignees.

1.22 “Private Information” means information that may have been exposed, compromised, or accessed during the Incident, including, but not limited to, full name, address,

date of birth, email address, Social Security number, medical record number, health insurance number or member ID, certification of substance abuse program completion, medical history and diagnosis, and driver's license number.

1.23 "Preliminary Approval Order" means the Court's order granting, among other things, conditional certification of the Settlement Class, preliminary approval of this Class Settlement Agreement and the settlement of the Litigation, and approval of the form and method of Class Notice, substantially in the form set forth in **Exhibit D**.

1.24 "Released Claims" means all causes of action and claims for relief that have been asserted, or could have been asserted, by any Settlement Class Member, including Representative Plaintiff, against any of the Released Parties based on, relating to, concerning, or arising out of the Incident, the alleged compromising and/or theft of Private Information as a result of the Incident, and the allegations, facts, or circumstances described in the Complaint and the Litigation including, but not limited to negligence; breach of implied contract; breach of fiduciary duty; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including any claims for relief including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in the Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 "Released Parties" means Defendant, and its present and former parents,

subsidiaries (including, but not limited to, those named herein), divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, in its capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement. The Released Parties include certain affiliates of Arisa including, but not limited to, Arisa's subsidiaries include, and are not limited to, Counseling Associates, Inc., Northeast Arkansas Community Mental Health Center d/b/a Mid-South Health Systems, Ozark Guidance Center, Inc., and Professional Counseling Associates, Inc.

1.26 "Request for Exclusion" means a substantially completed and properly executed written request that is timely delivered to the Claims Administrator by a Settlement Class Member under Paragraph 5 of this Class Settlement Agreement and is postmarked or submitted through the settlement website on or before the Opt-Out Deadline. For a Request for Exclusion to be properly completed and executed, subject to approval by the Court, it should: (a) state the Settlement Class Member's full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person authorized by law to act on the Settlement Class Member's behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian, or person acting under a power of attorney; and (c) clearly manifest the Settlement Class Member's intent to be excluded from the settlement. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, *i.e.*,

one request is required for every Settlement Class Member seeking exclusion.

1.27 “Service Award” means such funds as may be awarded by the Court to the Representative Plaintiffs for their service as Representative Plaintiffs. The amount of the Service Award shall be limited as set forth in Paragraph 9.2.

1.28 “Settlement Claim” means a Settlement Class Member’s claim for relief under the terms of this Class Settlement Agreement.

1.29 “Settlement Class” means all persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident. Excluded from the Settlement Class are any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Arisa’s officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class.

1.30 “Settlement Class Counsel” means J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryan Phillips Grossman, PLLC, Jeff Ostrow of Kopelwitz Ostrow, P.A., and James A. Streett of the Streett Law Firm, P.A.

1.31 “Settlement Class Member” means a member of the Settlement Class. The Settling Parties believe that there are approximately 360,351 Settlement Class Members.

1.32 “Settlement Costs” means all costs of the Settlement including the costs of carrying out the Notice Program, as set forth in Paragraph 4 herein, Claims Administration, any Attorneys’ Fees and Expenses Award, any Service Awards to Representative Plaintiffs, and all other expenses or costs related to the settlement, and payments of valid claims to the Settlement Class Members.

1.33 “Settlement Fund” means a non-reversionary common fund of \$1,900,000.00, which shall be the only amount paid by or on behalf of Arisa and is the sole and exclusive source of all amounts payable by or on behalf of Arisa pursuant to this Class Settlement Agreement which

shall include: (a) all award payments to or on behalf of Settlement Class Members for Credit Monitoring, Documented Losses, and Pro Rata Cash Payments; and (b) all Settlement Costs including, Administration Costs, Service Awards, and Attorneys' Fees and Expenses Award. No portion of the Settlement Fund will revert to Arisa. Under no circumstances shall Arisa be responsible for any amount in excess of the non-reversionary common fund of \$1,900,000.00.

1.34 "Settling Parties" means, collectively, Arisa on behalf of itself and the Released Parties and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.35 "Unknown Claims" means any of the Released Claims that Releasing Parties do not know or suspect to exist in their favor at the time of the release of the Released Parties and that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision to participate in this Class Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, the Releasing Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, released any and all Released Claims, including Unknown Claims, and waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

Releasing Parties may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Releasing

Parties expressly shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims including Unknown Claims.

1.36 All time periods described in this Class Settlement Agreement in terms of “days” shall be in calendar days unless otherwise expressly stated herein.

2. SETTLEMENT CONSIDERATION

2.1 In consideration for the releases contained in this Class Settlement Agreement, and as a direct result of the Litigation, and without admitting liability for any of the alleged acts or omissions alleged in the Litigation, and in the interests of minimizing the costs inherent in any litigation, Arisa will perform the following:

2.2 A third party, on behalf of Arisa, will pay the Settlement Fund to the Claims Administrator as follows: (a) within 30 (thirty) days following entry of the Preliminary Approval Order, the amounts necessary to pay for the Notice Program and settlement administration, which amount shall be determined and requested by the Claims Administrator, and which advances will be credited against the Settlement Fund; and (b) the balance of the Settlement Fund will be placed into an Escrow Account established by the Claims Administrator within twenty (20) days of the Effective Date.

2.3 The Claims Administrator will agree to make the following compensation from the Net Settlement Funds available to Settlement Class Members who submit valid and timely claim forms. Settlement Claims will be subject to review for completeness and plausibility by a Claims Administrator.

2.3.1 Credit Monitoring: All Settlement Class Members are eligible to make a claim for three (3) years of One Bureau Credit Monitoring Services, regardless of whether

the Settlement Class Member submits a claim for reimbursement of documented losses, or a pro rata cash payment. The Claims Administrator shall send an activation code to each valid Credit Monitoring Services claimant within fourteen (14) days of the Effective Date that can be used to activate Credit Monitoring Services. Such enrollment codes shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such codes shall be sent via U.S. mail. Codes will be active for 180 days after the date of mailing and may be used to activate the full 3-year term if used at any time during that 180 period.

2.3.2 Monetary Settlement Benefits. In addition to Credit Monitoring (and not in lieu of) Settlement Class Members may make a Settlement Claim for reimbursement of documented losses. Settlement Class Members may also submit a claim to receive a Pro Rata Cash Payment, as explained in ¶ 2.3.2(b).

2.3.2(a) Documented Losses. Settlement Class Members may submit a claim for documented losses fairly traceable to the Incident, up to \$5,000.00 per individual. Losses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and (iii) bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented losses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented losses reasonably related to the Incident or to mitigating the effects of the Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Incident. Settlement Class Members with Documented 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, but can be considered to add clarity or support to other submitted documentation.

2.3.2(b) Pro Rata Cash Payment. To compensate them for the alleged violation of their privacy, Settlement Class Members can elect to make a claim for a Cash Payment, estimated to be \$70.00. To receive this Cash Payment, Settlement Class Members must submit a valid form, but no documentation is required to make this claim. The amount of the Cash Payments will be increased or decreased on a pro rata basis, depending upon the number of valid claims filed and the amount of funds available for these payments. In other words, the Cash Payment will be increased or decreased after all other required payments to ensure the Settlement Fund is fully exhausted.

2.3.3 Business Practice Changes. In addition to the monetary benefits outlined above, Arisa has agreed to and completed certain business practice changes to ensure that the Private Information of Representative Plaintiffs and Settlement Class Members are afforded additional protections. These costs are between \$150,000 and \$300,000, and these changes are separate from and in addition to the funds deposited in the Settlement Fund. No further business practice changes by Arisa or the Released Parties shall be required for any reason.

2.4 Assessing Claims for Documented Losses. The Claims Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. The Claims

Administrator shall have the sole discretion and authority to determine whether and to what extent documentation reflect valid Unreimbursed Economic Losses actually incurred that are fairly traceable to the Incident but may consult with both Settlement Class Counsel and Defendant's Counsel in making individual determinations. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

2.5 Assessing Claims for Pro Rata Cash Payments. The Claims Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. A Settlement Class Member shall not be required to submit any documentation or additional information in support of their claim for a Pro Rata Cash Payment. The Claims Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

2.6 Order of Distribution of Funds. The Claims Administrator must use the funds available in the Net Settlement Fund (after payment of Settlement Costs as defined above) to make payments for approved claims in this order: Documented Losses, followed by Credit Monitoring, followed by payments for approved claims for the Pro Rata Cash Payments. Any amount remaining in the Net Settlement Fund shall be distributed to the Cy Pres Designee. The amount of the payments for Settlement Claims shall not exceed the Net Settlement Fund, and the Settlement Fund shall not be increased for any reason in excess of \$1,900,000.00.

2.7 Disputes. To the extent the Claims Administrator determines a claim for Documented Losses is deficient in whole or part, within a reasonable time of making such a determination, the Claims Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Claims Administrator, fails to do so, the Claims Administrator shall notify the Settlement Class Member of that determination within ten (10) days. The Claims Administrator may consult with Settlement Class Counsel and Defendant's Counsel in making such determinations. Nevertheless, if a Settlement Class Member files a claim but neglects to select an option for claims benefits, the Claims Administrator shall consider the claim as one for the Pro Rata Cash Payment by default as long as the claimant is a valid Settlement Class Member who has not filed a timely and valid request to be excluded.

2.8 Contingencies. In the event that the aggregate amount of all Settlement Payments exceeds the total amount of the Net Settlement Fund after payment of Court-approved attorneys' fees and Litigation Costs and Expenses, then all valid Documented Loss Claims shall be paid in full, all Credit Monitoring shall be awarded, and then Pro Rata Cash Payment Claim shall be proportionately determined on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason.

2.9 Residual Funds for Net Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than one hundred and eighty (180) days after the distribution of all

award payments to the Settlement Class Members, a subsequent payment will be evenly made to all Settlement Class Members who cashed or deposited their award payments, provided that the average payment amount is equal to or greater than Five Dollars and No Cents (\$5.00). The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Five Dollars and No Cents (\$5.00). Any amount remaining in the Net Settlement Fund after said additional distribution(s), if any, shall be distributed to the Cy Pres Designee.

3 PRELIMINARY SETTLEMENT APPROVAL AND FINAL APPROVAL

3.1 As soon as practicable after the execution of this Class Settlement Agreement, Settlement Class Counsel shall file a motion seeking entry of a Preliminary Approval Order. A proposed Preliminary Approval Order shall be submitted with the motion and shall be substantially in the form set forth in **Exhibit D**. The motion seeking entry of a Preliminary Approval Order shall request that the Court, *inter alia*:

- a) Stay all proceedings in the Litigation other than those related to approval of this Class Settlement Agreement;
- b) Stay and/or enjoin, pending Final Approval of this Class Settlement Agreement, any actions brought by Settlement Class Members concerning the Released Claims;
- c) Preliminarily certify the Settlement Class for settlement purposes only;
- d) Preliminarily approve the terms of this Class Settlement Agreement as fair, adequate, and reasonable;
- e) Appoint Representative Plaintiffs as the Settlement Class representatives for settlement purposes only;

- f) Appoint Settlement Class Counsel as counsel for the Settlement Class for settlement purposes only;
- g) Approve the Notice Program, as set forth in Paragraph 4 herein, and set the dates for the Opt-Out Deadline, and Objection Deadline;
- h) Approve the form and contents of a Long Notice substantially similar to the one attached hereto as **Exhibit B**, and a Short Notice substantially similar to the one attached hereto as **Exhibit C**, which together shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in this Class Settlement Agreement, instructions for how to object to or submit a Request for Exclusion from the settlement, and the date, time, and place of the Final Approval Hearing;
- i) Appoint a Claims Administrator; and
- j) Schedule the Final Approval Hearing.

3.2 Arisa will consent to the entry of the Preliminary Approval Order so long as it is substantially in the form attached to this Class Settlement Agreement as **Exhibit D** and is otherwise consistent with this Class Settlement Agreement.

3.3 Settlement Class Counsel and Arisa shall request that the Court hold a Final Approval Hearing after notice is completed and at least one hundred (100) days after the Notice Date and grant final approval of this Class Settlement Agreement as set forth herein.

3.4 The proposed Final Approval Order and Judgment that shall be filed with the motion for final approval shall be substantially in the form attached hereto as **Exhibit E** and shall, among other things:

- a) Determine this Class Settlement Agreement is fair, adequate, and reasonable;

- b) Finally certify the Settlement Class;
- c) Determine that the Notice Program, as set forth in Paragraph 4 herein, satisfies due process requirements;
- d) Bar and enjoin any Settlement Class Members who did not timely opt out in accordance with the requirements of this Class Settlement Agreement from asserting any of the Released Claims; and
- e) Release and forever discharge Arisa and the Released Parties from the Released Claims, as provided for in this Class Settlement Agreement.

4 NOTICE PROGRAM

4.1 Within ten (10) calendar days of entry of the Preliminary Approval Order, Arisa will provide the Claims Administrator with a list of Settlement Class Members that Arisa has been able to identify in such format as requested by the Claims Administrator which will include, to the extent available, the name, physical mailing address, and email address of each Settlement Class Member. The Claims Administrator shall cause notice to be disseminated to the Settlement Class Members by direct U.S. mail, pursuant to the Preliminary Approval Order and the Notice Program, as described in Paragraph 4 herein, and in compliance with all applicable laws including, but not limited to, the Due Process clause of the United States Constitution, and to be effectuated pursuant to the provisions set forth below, the costs of which shall be an Administration Cost. The Claims Administrator must maintain the list of Settlement Class Members provided by Arisa pursuant to this Paragraph 4.1 in strict confidence and may not share the list with anyone other than Arisa. Arisa shall not be liable for any damages with respect to the unauthorized use of the list of Settlement Class Members by the Claims Administrator or for any other actions or omissions by the Claims Administrator.

4.2 Class Notice shall be provided to the Settlement Class as follows:

a) Within thirty (30) days after entry of the preliminary approval order and receiving the list of Settlement Class Members from Arisa, the Claims Administrator shall send the Summary Notice as follows:

i. The Claims Administrator will send the Summary Notice (in postcard form) by first-class U.S. mail, postage prepaid;

ii. For any Short Notice (in postcard form) that has been mailed via first-class U.S. mail and returned by the U.S. Postal Service (“U.S.P.S.”) as undeliverable, the Claims Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S.P.S. on the face of the returned mail and shall additionally send the notice via e-mail to any individuals for whom Arisa provided an e-mail address;

iii. Neither the Settling Parties nor the Claims Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph 4.2; and

iv. In the event the Claims Administrator transmits a Short Notice via first-class U.S. mail, then the Claims Administrator shall perform any further investigations deemed appropriate by the Claims Administrator, including using the National Change of Address (“NCOA”) database maintained by the U.S.P.S., in an attempt to identify current mailing addresses for individuals whose names are provided by Arisa, so long as the costs of such efforts are proportionate with the amount of the estimated payments to such individuals.

b) The Claims Administrator shall establish a dedicated settlement website that includes this Class Settlement Agreement, the Consolidated Complaint filed in the Litigation, and the Short and Long Notice approved by the Court. The Claims Administrator will also post on the settlement website copies of the Consolidated Complaint, motion for final approval of this Class Settlement Agreement, and the motion for an Attorneys’ Fees, Expenses Award and Service Award and other relevant filings. A toll-free number with interactive voice response and FAQs shall also be made available to address Settlement Class Members’ inquiries. The settlement website shall not include any advertising and shall remain operational from the Notice Date until

one-hundred eighty (180) days following the Effective Date, at which time the Claims Administrator shall terminate the settlement website and transfer ownership of the URL to Arisa. The settlement website must include an option for Settlement Class Members to submit claims, a list of the important dates and deadlines, and a frequently asked questions section to reduce the need for Class Members to call the Claims Administrator. The costs of the settlement website shall be included in the Administration Costs.

4.3 The Short Notice or Long Notice approved by the Court may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties as may be reasonable and necessary, so long as it is not inconsistent with such approval and does not materially alter the language approved by the Court.

4.4 Prior to the Final Approval Hearing, counsel for the Settling Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

5 OPT-OUT PROCEDURES

5.1 Each Settlement Class Member wishing to exclude themselves from the Settlement Class must individually sign and timely mail a written Request for Exclusion to the address designated by the Claims Administrator.

5.2 To be effective, a Request for Exclusion must be postmarked no later than sixty (60) days after the Notice Deadline or such other date set by the Court in the Preliminary Approval Order.

5.3 Within seven (7) days after the Opt-Out Deadline, the Claims Administrator shall provide the Settling Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed

Requests for Exclusions. Settlement Class Counsel may file these materials with the Court, with any Personal Information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

5.4 All Persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

6 OBJECTION PROCEDURES

6.1 Each Settlement Class Member who does not file a timely Request for Exclusion may file with the Court a notice of intent to object to this Class Settlement Agreement. The Long Notice shall instruct Settlement Class Members who wish to object to this Class Settlement Agreement to send their written objections to the Claims Administrator at the address indicated in the Summary Notice and Long Notice. The Long Notice shall make clear that the Court can only approve or deny this Class Settlement Agreement and cannot change the terms. The Long Notice shall advise Settlement Class Members of the deadline for submission of any objections.

6.2 All notices of an intent to object to this Class Settlement Agreement must be written and should include all the following:

- a) the objector's full name, address, telephone number, and email address (if any);
- b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c) the identity of any counsel representing the objector;
- d) a statement whether the objector intends to appear at the Final Approval

Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;

- e) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

6.3 Notwithstanding the foregoing, any Settlement Class Member who timely submits a written notice of objection and attends the Final Approval Hearing may so state their objection at that time, subject to the Court's approval.

6.4 To be timely, written notice of an objection in the appropriate form must be filed or postmarked no later than the Objection Deadline, subject to Court approval.

6.5 Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements in this Paragraph 6 for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to this Class Settlement Agreement, and shall be bound by all the terms of this Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to this Class Settlement Agreement shall be through the provisions of this Paragraph 6.

7 CLAIMS ADMINISTRATION

7.1 The Claims Administrator shall administer and calculate the payments to Settlement Class Members.

7.2 No Person shall have any claim against the Claims Administrator, Arisa, the Released Parties, Arisa's counsel, Settlement Class Counsel, Representative Plaintiffs' Counsel, and/or the Representative Plaintiffs based on distribution of award payments to Settlement Class Members.

7.3 The Claims Administrator shall agree to hold the Settlement Fund in an interest-

bearing qualified settlement fund account, and administer the Settlement Fund, subject to the continuing jurisdiction of the Court and from the earliest possible date, as a qualified settlement fund as defined by Treasury Regulation § 1.46B-1 *et seq.*, and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Claims Administrator shall pay any taxes owed by the Settlement Fund out of the Settlement Fund as an Administration Cost. Except for funding the Settlement Fund through a third party, Arisa shall not have any obligation under this Class Settlement Agreement except as expressly set forth in this Class Settlement Agreement. Arisa shall not be required to increase the Settlement Fund or to pay any amount in addition to the amounts set forth in this Class Settlement Agreement under any circumstances. In addition, under no circumstances will Arisa have any liability for taxes or tax expenses under this Class Settlement Agreement.

7.4 The Claims Administrator will send funds electronically (in an electronic payment format recommended by the Claims Administrator, such as PayPal or Venmo, and agreed-upon by the Settling Parties) or award check for payments to Settlement Class Members within thirty (30) days after the Effective Date, assuming no appeal. No distributions of the Net Settlement Fund will be made without authorization from the Settling Parties. Award payment checks shall be sent by first-class U.S. mail. Such award payment checks (electronic and paper) shall be valid for a period of one hundred and eighty (180) days from issuance, and shall state, in words or substance that the check must be cashed within one hundred and eighty (180) days, after which time it will become void. In the event an award payment check becomes void, the Settlement Class Member to whom that award payment check was made payable will forfeit the right to payment and will not be entitled to have the check reissued or to any further distribution from the Settlement Fund or to any further recourse against Arisa and the Released Parties, and this Class Settlement

Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and ninety (190) days from the issuance of the award payment checks for Documented Losses and Pro Rata Cash Payments, the Claims Administrator shall take all steps necessary to stop payment on any award payment checks that remain uncashed.

7.5 All Settlement Class Members who fail to timely cash their award payment check shall be forever barred from receiving a payment pursuant to this Class Settlement Agreement, but will in all other respects be subject to, and bound by, the provisions of this Class Settlement Agreement, including the releases contained herein, and the Final Approval Order and Judgment.

7.6 The Claims Administrator shall establish a 24/7 help line to answer questions that any Settlement Class Member may have, including to assist them in filing claims and identifying whether they are a Class Member and what their Class Member ID is. The help line shall be staffed by live agents. Neither Arisa nor the Released Parties shall be liable with respect to any information provided or not provided through such help line.

8 **RELEASES**

8.1 Upon the Effective Date, the Releasing Parties will be deemed by operation of this Class Settlement Agreement and the Final Approval Order and Judgment to have forever fully, finally, completely, and unconditionally released, discharged, and acquitted Arisa and the Released Parties from any and all the Released Claims, and will be deemed to have also released Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, the Releasing Parties, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in these or any other forum (other than the participation in this Class Settlement Agreement as provided herein) in which any of the Released Claims or

Unknown Claims are asserted.

8.2 Upon entry of the Final Approval Order and Judgment, the Releasing Parties shall be barred from initiating, asserting, or prosecuting against Arisa and any Released Parties any claims that are released by operation of this Class Settlement Agreement and the Final Approval Order and Judgment.

9 THE ATTORNEYS' FEES AND EXPENSES AWARD AND SERVICE AWARDS

9.1 Settlement Class Counsel may file a motion seeking the Attorneys' Fees and Expenses Award in an amount not to exceed thirty-five percent of the total Settlement Fund, including the value of the remedial measures taken by Arisa. In addition, Settlement Class Counsel may seek their reasonable costs and expenses as part of the Attorneys' Fees and Expenses Award from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall be payable solely from the Settlement Fund. The amount of the Attorneys' Fees and Expenses Award shall be limited as provided in Paragraph 1.33. Arisa will not object to Settlement Class Counsel's motion for fees and expenses unless such motion exceeds the limits of this Settlement Agreement or the amount of funds available in the Settlement Fund is insufficient to comply with Paragraphs 1.32 and 1.33.

9.2 Settlement Class Counsel will also request from the Court a Service Award for Representative Plaintiffs in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) each, to be paid solely from the Settlement Fund. Arisa will not object to Representative Plaintiffs' request for Service Award payment, unless Representative Plaintiffs' request exceeds the terms outlined in this Class Settlement Agreement.

9.3 Within thirty (30) days after the Effective Date, the Claims Administrator shall pay any Attorneys' Fees and Expenses Award and Service Awards from the Settlement Fund to an account designated by Settlement Class Counsel. After the Attorneys' Fees and Expenses Award

and the Service Awards have been deposited into this account, Settlement Class Counsel shall be responsible for distributing any Service Award to Representative Plaintiffs and shall have sole discretion in allocating Attorneys' Fees and Expenses Award, and distributing to the Settlement Class Counsel an allocated thereof as may be agreed upon by Settlement Class Counsel. Arisa and the Released Parties shall have no responsibility for distribution of the Attorneys' Fees and Expenses Award among participating firms.

9.4 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses Award or the Service Award hereunder shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Class Settlement Agreement.

9.5 Arisa and the Released Parties shall not be liable for any additional attorneys' fees and expenses of Representative Plaintiff's Counsel or Settlement Class Counsel in the Litigation.

10 CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

10.1 Arisa's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Class is dependent on achieving finality in this Litigation and the desire to avoid the expense of this and other Litigation, unless otherwise expressly provided for in this Class Settlement Agreement. Consequently, Arisa has the right to terminate this Class Settlement Agreement, declare it null and void, and have no further obligations under this Class Settlement Agreement to Representative Plaintiffs, the Settlement Class, or Representative Plaintiffs' Counsel/Settlement Class Counsel if the Court:

- a) Denies Plaintiffs' motion for preliminary approval of the Settlement Agreement because of a material element of the Settlement Agreement, subject to the requirements of § 10.3;

- b) Denies Plaintiffs' motion for final approval of the Settlement because of a material element of the Settlement Agreement, subject to the requirements of § 10.3;
- c) An individual or entity successfully appeals the Court's grant of final approval; or
- d) Any action taken for the purpose of increasing the Settlement Fund in excess of \$1,900,000.00.

10.2 If the Effective Date does not occur and the judgment does not become Final, this Class Settlement Agreement shall, without notice, be automatically terminated unless Settlement Class Counsel and Arisa's counsel mutually agree in writing to proceed with this Class Settlement Agreement.

10.3 In the event that this Class Settlement Agreement is not approved by the Court or this Class Settlement Agreement is terminated in accordance with its terms the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Agreement, as justification for renegotiating the Settlement. If the Settlement Agreement is terminated, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or litigant, which extension shall be subject to the decision of the Court; (b) Arisa will still bear any costs of notice and administration through the date of termination, and (c) the terms and provisions of this Class Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment

or order entered by the Court in accordance with the terms of this Class Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Class Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any Attorneys' Fees and Expenses Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of this Class Settlement Agreement.

For the avoidance of doubt, Arisa conditionally agrees and consents to certification of the Settlement Class for settlement purposes only, and within the context of this Class Settlement Agreement only. If this Class Settlement Agreement is not fully approved or is otherwise terminated for any reason, Arisa reserves its right to assert any and all objections and defenses to certification of a class, and neither this Class Settlement Agreement nor anything relating to this Class Settlement Agreement, including any Court orders, shall be offered by any Person as evidence or in support of a motion to certify a class for a purpose other than the settlement set forth in this Class Settlement Agreement.

11 THE COURT RETAINS JURISDICTION OVER THE ACTION

11.1 The Settling Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Settling Parties, the litigation, and the Settlement Agreement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 MISCELLANEOUS PROVISIONS

12.1 The Settling Parties and their counsel acknowledge that it is their intent to consummate this Class Settlement Agreement and agree to undertake their best efforts to effectuate

and implement all terms and conditions of this Class Settlement Agreement, including taking all steps and efforts contemplated by this Class Settlement Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise.

12.2 The Settling Parties intend this Class Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Litigation and with regard to the Released Parties. This Class Settlement Agreement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement set forth in this Class Settlement Agreement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

12.3 Neither this Class Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of this Class Settlement Agreement: (a) is or may be deemed to be or may be used as an admission, or evidence, of the validity or lack thereof of any of the Released Claims or of any wrongdoing or liability of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (b) is or may be deemed to be or may be used as an admission, or evidence, of any fault or omission of any of the Released Parties including, but not limited to, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Any of the Released Parties may file this Class Settlement Agreement in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or

reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 This Class Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

12.5 This Class Settlement Agreement contains the entire agreement between the Settling Parties and supersedes all prior agreements or understandings between them. The terms of this Class Settlement Agreement shall be construed as if drafted jointly by all Settling Parties to this Class Settlement Agreement. The terms of this Class Settlement Agreement shall be binding upon each of the Settling Parties, their agents, attorneys, employees, successors and assigns, and upon all other Persons or entities claiming any interest in the subject matter hereof, including any Settlement Class Member.

12.6 This Class Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Arkansas, and the rights and obligations of the parties to this Class Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Arkansas without giving effect to that State's choice of law principles.

12.7 The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Class Settlement Agreement and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Class Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Settling Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of this

Class Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of this Class Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Claims Administrator. As part of its agreement to render services in connection with this Settlement, the Claims Administrator shall consent to the jurisdiction of the Court for this purpose.

12.8 The individual signing this Class Settlement Agreement on behalf of Arisa represents that she is fully authorized by Arisa to enter into, and to execute, this Class Settlement Agreement on its behalf. Settlement Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Arisa on behalf of Representative Plaintiffs, and to enter into, and to execute, this Class Settlement Agreement on behalf of the Settlement Class, subject to Court approval.

12.9 None of the Settling Parties shall be considered to be the primary drafter of this Class Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

12.10 The Settling Parties agree that subject to Paragraph 12.3 of this Agreement, this Class Settlement Agreement, and the Final Approval Order and Judgment following from this Class Settlement Agreement, will not prejudice in any way the Settling Parties' right to raise any of the arguments that the Settling Parties made in this case in any future litigation.

12.11 In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Class Settlement Agreement shall continue in full force and effect without said provision to the extent Arisa does not exercise its right to terminate under Paragraph 10 of this Class Settlement Agreement.

12.12 If applicable, within thirty (30) days after Award payments are funded, Settlement

Class Counsel shall destroy all confidential, non-public information obtained in connection with the Litigation and Class Settlement Agreement and certify the same.

12.13 All notices or formal communications under this Class Settlement Agreement shall be in writing and shall be given (a) by hand delivery, (b) by registered or certified mail, return receipt requested, postage pre-paid, or (c) by overnight courier to counsel for the Settling Party to whom notice is directed at the following addresses, and also send a copy by electronic mail:

Settlement Class Counsel:	Arisa:
<p>J. Gerard Stranch, IV STRANCH, JENNINGS & GARVEY, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203 Telephone: (615) 254-8801 gstranch@stranchlaw.com</p> <p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606 Telephone: (866) 252-0878 gklinger@milberg.com</p> <p>Jeff Ostrow KOPELWITZ OSTROW, P.A. One West Las Olas Boulevard Suite 500 Ft. Lauderdale, FL 33301 Tel: (954) 332-4200 ostrow@kolawyers.com</p> <p>James A. Streett STREET LAW FIRM, P.A. 107 West Main Street Russellville, AR 72801 Telephone: (479) 968-2030 james@streettllaw.com</p>	<p>Amanda Harvey MULLEN COUGHLIN 1452 Hughes Road, Suite 200 Grapevine, TX 76051 Telephone: (267) 930-1697 aharvey@mullenlaw.com</p>

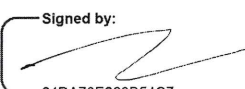
Counsel may designate a change of the person to receive written notice or a change of address, from time to time, by giving written notice to all Settling Parties in the manner described in this Paragraph 12.13.

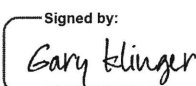
12.14 The Representative Plaintiffs, Settlement Class Counsel, Arisa and Arisa's counsel may execute this Class Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Settling Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed. This Class Settlement Agreement shall not be deemed executed until signed by Settlement Class Counsel,

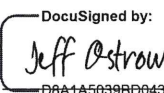
and by counsel for and representative(s) of Arisa.

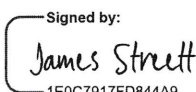
12.15 The recitals and paragraphs of this Class Settlement Agreement are hereby incorporated into this Class Settlement Agreement as though specifically set forth herein.

IN WITNESS WHEREOF, the Settling Parties hereto have caused this Class Settlement Agreement to be executed on their behalf by their duly authorized counsel of record, all as of the day set forth below:

Dated: 5/9/2025 | 10:28 AM CDT, 2025 
64DA70E969B54C7...
J. Gerard Stranch, IV
Settlement Class Counsel

Dated: 5/9/2025 | 9:42 AM CDT, 2025 
18725525D2A049A...
Gary M. Klinger
Settlement Class Counsel

Dated: 5/9/2025 | 7:43 AM PDT, 2025 
D8A1A5039BD0430...
Jeff Ostrow
Settlement Class Counsel

Dated: 5/9/2025 | 9:42 AM CDT, 2025 
1E0C7917ED844A9...
James A. Streett
Settlement Class Counsel

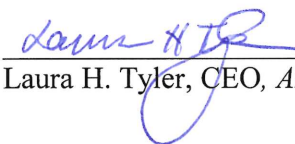
Dated: May 9th 1:31 PM CDT, 2025 
Laura H. Tyler, CEO, Arisa Health, Inc.

EXHIBIT A

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Your claim must be
submitted online or
postmarked by:

<NOTICE
DEADLINE>

SETTLEMENT CLASS MEMBER CLAIM FORM

Rebecca Miller et. al., v. Arisa Health, Inc.
Case No. 36CV-24-177
Circuit Court of Johnson County, Arkansas

ARISA-C

GENERAL INSTRUCTIONS

If you received a Short Notice, you are one of the 360,351 individuals whom Defendant has identified as being impacted as a result of the Incident. As such, you may submit a Settlement Claim for Settlement benefits, as outlined below. Please refer to the Long Notice posted on the Settlement Website, www.website.com, for more information on submitting a Claim Form.

If you wish to receive a monetary payment from this Settlement via an electronic payment, you must submit your Claim Form electronically at www.website.com by <<Settlement Claims Deadline>>.

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

Claims Administrator – Case ID
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

As a Settlement Class Member, you may submit a Settlement Claim for one or more of the benefits below:

- 1. Credit Monitoring:** All Settlement Class Members are eligible to make a Settlement Claim for three (3) years of one bureau credit monitoring services, regardless of whether the Settlement Class Member submits a Settlement Claim for reimbursement of documented losses, or a *pro rata* cash payment. **You must provide an email address to receive the enrollment code for credit monitoring.**
- 2. Documented Losses:** Settlement Class Members may submit a Settlement Claim for documented losses and expenses fairly traceable to the Incident, up to \$5,000 per individual **with submission of documentation** supporting their claims.
- 3. Pro Rata Cash Payment:** Settlement Class Members can elect to make a Settlement Claim for a cash payment, estimated to be \$XX. To receive this cash payment, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make this claim.
 - a. The amount of cash payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. In other words, the cash payment will be increased or decreased after payment of Administration Costs, attorneys' fees, Class Representative Service Awards, and all valid claims for documented losses or expenses and credit monitoring to ensure the Settlement Fund is fully exhausted.

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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I. PAYMENT SELECTION

If you would like to receive your Settlement payment electronically, please visit the Settlement Website and timely file your Claim Form. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name **Last Name**

Address 1

Address 2

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

Email Address: _____

Telephone Number: (_____) _____ - _____

III. PROOF OF INCIDENT SETTLEMENT CLASS MEMBER MEMBERSHIP

☐ Check this box to certify that you are one of approximately 360,351 Persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident.

Enter the Class Member ID number provided on your Short Notice:

Class Member ID : 0 0 0 0 0 _____

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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IV. CREDIT MONITORING SERVICES

☐ **3 years of One Bureau Credit Monitoring Services**

All Settlement Class Members are eligible to make a Settlement Claim for three (3) years of one bureau credit monitoring services, regardless of whether the Settlement Class Member submits a Settlement Claim for reimbursement of documented losses, or a *pro rata* cash payment. **You must provide an email address above to receive the enrollment code for credit monitoring.**

V. DOCUMENTED LOSSES

Settlement Class Members may submit a Settlement Claim for documented losses and expenses fairly traceable to the Incident, up to \$5,000 per individual with submission of documentation supporting their claims.

Documented losses incurred as a direct result of the Incident include, but not limited to, the following:

- (i) unreimbursed losses relating to fraud or identity theft;
- (ii) credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and
- (iii) bank fees, long distance phone charges, postage, or gasoline for local travel.

You must submit documentation to obtain this reimbursement.

- ☐ I incurred documented losses or expenses, and have attached documentation showing that the documented losses were more likely than not caused by the Incident. I have submitted reasonable documentation that the documented losses and charges were both actually incurred and plausibly arose from the Incident. Failure to provide supporting documentation of the documented losses referenced above, as requested on the Claim Form, shall result in denial of a Settlement Claim. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses or Expenses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/2 0 2 3 (mm/dd/yyyy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yyyy)	\$____.____	
	____/____/____ (mm/dd/yyyy)	\$____.____	

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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Cost Type (Fill all that apply)	Approximate Date of Documented Losses	Amount of Documented Losses or Expenses	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	____/____/____ (mm/dd/yyyy)	\$_____.____	

VI. *PRO RATA* CASH PAYMENT

By checking the below box, I choose a *pro rata* cash payment from the remaining amount in the Settlement Fund. The cash payment is estimated to be \$70, but the final amount of cash payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. In other words, the cash payment will be increased or decreased after payment of Administration Costs, documented losses and credit monitoring to ensure the Settlement Fund is fully exhausted. **You may submit a claim for more than one Settlement benefit.**

☐ Yes, I choose a *pro rata* cash payment

VII. ATTESTATION & SIGNATURE

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

Signature

____/____/____
Date

Print Name

Questions? Go to www.website.com or call (XXX) XXX-XXXX

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EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Rebecca Miller et. al., v. Arisa Health, Inc.

Case No. 36CV-24-177

Circuit Court of Johnson County, Arkansas

A Court has authorized this Long Notice (“Notice”). This is not a solicitation from a lawyer.

If You Are A Person Arisa Identified as Being Among Those Individuals Impacted By The Incident, Including All Who Were Sent A Notice of the Incident, You Are Eligible to Receive a Cash Payment and/or Credit Monitoring from a Class Action Settlement

- A Court authorized this Notice, to those that are eligible to receive monetary compensation from a proposed class action Settlement. The Litigation is titled *Rebecca Miller et. al., v. Arisa Health, Inc.*, Case No. 36CV-24-177 and is pending in the Circuit Court of Johnson County, Arkansas. The Persons that filed the class action lawsuit are called Plaintiffs or Representative Plaintiffs and the company they sued is Arisa Health, Inc., or Defendant.
- The Litigation arises from an alleged data breach perpetrated upon Arisa that allowed an unauthorized third-party to infiltrate Arisa’s computer systems and gain access to files containing the Private Information of Plaintiffs and the proposed Settlement Class Members totaling approximately 360,351 individuals, called the Incident, including their names, Social Security Numbers, medical record numbers, health insurance numbers or member ID, certifications of substance abuse program completion, medical histories and diagnoses, driver’s license numbers, dates of birth, as well as physical and email addresses, or Private Information. Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?** The Settlement Class means:

All Persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident.

Excluded from the Settlement Class are: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Arisa’s officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class.

- Settlement Class Members under the Class Settlement Agreement will be eligible to receive:
 - ❖ **Credit Monitoring:** All Settlement Class Members are eligible to make a Settlement Claim for three (3) years of one bureau credit monitoring services, regardless of whether the Settlement Class Member submits a Settlement Claim for reimbursement of documented losses, or a *pro rata* cash payment. **You must provide an email address to receive the enrollment code for credit monitoring.**
 - ❖ **Documented Losses and Expenses:** Settlement Class Members may submit a Settlement Claim for documented losses and/or expenses fairly traceable to the Incident, **up to \$5,000** per individual **with submission of documentation** supporting their claims.
 - ❖ **Pro Rata Cash Payment:** Settlement Class Members can elect to make a Settlement Claim for a cash payment, estimated to be \$70. To receive this cash payment, Settlement Class

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Members must submit a valid Claim Form, but no documentation is required to make this claim.

- The amount of cash payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. In other words, the cash payment will be increased or decreased after payment of Administration Costs, documented losses and credit monitoring to ensure the Settlement Fund is fully exhausted.
- To submit a Settlement Claim or obtain more information visit www.website.com or call (XXX) XXX-XXXX to request a Claim Form.

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

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive payment from the Settlement.	Submitted or postmarked on or before <<Notice Deadline>>
Exclude Yourself by Opting Out of the Class	Receive no payment from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Incident.	Mailed and postmarked on or before <<Opt-Out Deadline >>
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak at the Final Approval Hearing on <Final Approval Hearing Date>>, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Deadline>>
Do Nothing	You will not receive any Settlement payments from this class action Settlement.	N/A

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

What This Notice Contains

Basic Information	#
Who is in the Settlement	#
The Settlement Benefits—What You Get if You Qualify	#
How Do You Submit a Claim	#
Excluding Yourself from the Settlement	#
Objecting to the Settlement	#
The Lawyers Representing You	#
The Court’s Final Approval Hearing	#
If You Do Nothing	#
Additional Information	#

BASIC INFORMATION

1. Why is there a Notice?

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

The Honorable Judge Patterson of the Circuit Court of Johnson County, Arkansas is overseeing this case captioned as *Rebecca Miller et. al., v. Arisa Health, Inc.*, Case No. 36CV-24-177. The people who brought the lawsuit are called the Representative Plaintiffs. The company being sued, Arisa Health, Inc., is called the Defendant.

2. What is the Litigation about?

The Litigation arises from an alleged data breach perpetrated upon Arisa that allowed an unauthorized third-party to infiltrate Arisa’s computer systems and gain access to files containing the Private Information of Plaintiffs and the proposed Settlement Class Members totaling approximately 360,351 individuals, called the Incident, including their names, Social Security Numbers, medical record numbers, health insurance numbers or member ID, certifications of substance abuse program completion, medical histories and diagnoses, driver’s license numbers, dates of birth, as well as physical and email addresses, or Private Information.

Defendant denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Representative Plaintiffs appointed to represent the Settlement Class, and the attorneys for the Settlement Class (also referred to as Settlement Class Counsel), think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

The Settlement Class means:

All Persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident.

Excluded from the Settlement Class are: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Arisa's officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class.

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

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

Claims Administrator – Case ID
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

Settlement Class Members under the Class Settlement Agreement may submit a Settlement Claim to receive **one or more of the following benefits**:

- ❖ **Credit Monitoring:** All Settlement Class Members are eligible to make a Settlement Claim for three (3) years of one bureau credit monitoring services, regardless of whether the Settlement Class Member submits a Settlement Claim for reimbursement of documented losses, or a *pro rata* cash payment. **You must provide an email address to receive the enrollment code for credit monitoring.**
- ❖ **Documented Losses and Expenses:** Settlement Class Members may submit a Settlement Claim for documented losses and/or expenses fairly traceable to the Incident, up to \$5,000 per individual **with submission of 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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

- Losses and expenses may include: (i) unreimbursed losses relating to fraud or identity theft; (ii) credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and (iii) bank fees, long distance phone charges, postage, or gasoline for local travel.
- ❖ **Pro Rata Cash Payment:** Settlement Class Members can elect to make a Settlement Claim for a cash payment, estimated to be **\$70**. To receive this cash payment, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make this claim.
- The amount of cash payments will be increased or decreased on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments. In other words, the cash payment will be increased or decreased after payment of Administration Costs, documented losses and credit monitoring to ensure the Settlement Fund is fully exhausted.

Business Practice Changes: In addition to the monetary benefits outlined above, Arisa has agreed to certain business practice changes to ensure that the Private Information of Representative Plaintiffs and Settlement Class Members is better protected moving forward. These costs will be between \$150,000 and \$300,000, and Arisa has agreed to pay for these changes separate from and in addition to the funds deposited in the Settlement Fund.

HOW DO YOU SUBMIT A CLAIM?

8. How do I get a Settlement payment?

To receive a Settlement payment, you must complete and submit a Claim Form online at www.website.com or by mail to *Claims Administrator – Case ID*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**. Read the Claim Form instructions carefully, fill out the Claim Form and submit online by **<<Notice Deadline>>**, or by mail postmarked by **<<Notice Deadline>>**.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

9. When will I get my Settlement payment?

The Court will hold a Final Approval Hearing on **DATE, at TIME a.m. CT** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Payments will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

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

Defendant and its affiliates will receive a release from all claims that could have been or that were brought against Defendant relating to the Incident. Thus, if the Settlement becomes Final and you do

Questions? Go to www.website.com or call **(XXX) XXX-XXXX**

not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant and its past, present, and future parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and its past, present, and future directors, officers, employees, agents, insurers, shareholders, owners, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them. This release is described in the Class Settlement Agreement, known as Released Claims, which is available at www.website.com. If you have any questions, you can talk to the law firms listed in Question 16 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

12. If I do not exclude myself, can I sue the Released Parties for the same thing later?

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

13. How do I exclude myself from the Settlement?

To exclude yourself, each Settlement Class Member must individually sign and timely mail a written Request for Exclusion to the Claims Administrator at the address below. All Persons who opt out of the Settlement Class shall not receive any benefits of or be bound by the terms of this Class Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt out shall be bound by the terms of this Class Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. You must mail your Request for Exclusion to the Claims Administrator **postmarked by <<Opt-Out Deadline>>**, to:

Claims Administrator – Case ID
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. All notices of an intent to object to the Class Settlement Agreement must be written and should include all the following:

Questions? Go to www.website.com or call **(XXX) XXX-XXXX**

- a) the objector's full name, address, telephone number, and email address (if any);
- b) a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c) the identity of any counsel representing the objector;
- d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

To be timely, written notice of an objection in the appropriate form must be mailed, with a **postmark date no later than <<Objection Deadline>>**, to the Claims Administrator at the following address:

Claims Administrator
<i>Claims Administrator – Case ID</i> c/o Kroll Settlement Administration LLC P.O. Box XXXX New York, NY 10150-XXXX

Any Settlement Class Member who fails to substantially comply with the requirements above for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Class Settlement Agreement, and shall be bound by all the terms of the Class Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

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

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

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryan Phillips Grossman, PLLC, Jeff Ostrow of Kopelwitz Ostrow, P.A., and James A. Streett of the Streett Law Firm, P.A., as Settlement Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel may petition the Court for reasonable attorneys' fees in an amount not to exceed thirty-five percent (35%) of the total Settlement Fund, including the value of remedial measure taken by Arisa. In addition, Settlement Class Counsel may seek reasonable costs and expenses from the Settlement Fund. The entirety of the Attorneys' Fees and Expenses Award shall

Questions? Go to www.website.com or call (XXX) XXX-XXXX

be payable solely from the Settlement Fund.

Subject to Court approval, Settlement Class Counsel will also request from the Court for a Service Award in the amount of \$2,500 to each Representative Plaintiff.

Any award of attorneys' fees, costs, expenses, and Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **TIME** CT on **DATE** 2025, at the **[Court Address]** as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Attorneys' Fees and Expenses Award. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommends checking the Settlement Website **www.website.com**, or calling **(XXX) XXX-XXXX**.

19. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 14, the Court will consider it.

20. May I speak at the hearing?

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

IF YOU DO NOTHING

21. What happens if I do nothing?

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

ADDITIONAL INFORMATION

22. How do I get more information?

This Notice summarizes the Settlement. More details are in the Class Settlement Agreement itself.

Questions? Go to **www.website.com** or call **(XXX) XXX-XXXX**

A copy of the Class Settlement Agreement is available at www.website.com. You may also call the Claims Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

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

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below or on the Contact Us page of the Settlement Website.

Claims Administrator – Case ID
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

EXHIBIT C

Claims Administrator - Case ID
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

Electronic Service Requested

LEGAL NOTICE

If you are a person Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident, you are eligible to receive a cash payment and/or credit monitoring from a class action settlement.

www.website.com

<<Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Rebecca Miller et. al., v. Arisa Health, Inc., Case No. 36CV-24-177
(Circuit Court for Johnson County, Arkansas)

A proposed Settlement has been reached in the above-entitled class action Litigation. The Litigation arises from an alleged data breach perpetrated upon Arisa that allowed an unauthorized third-party to infiltrate Arisa's computer systems and gain access to files containing the Private Information of Plaintiffs and the proposed Settlement Class Members totaling approximately 360,351 individuals, called the Incident, including their names, Social Security Numbers, medical record numbers, health insurance numbers or member ID, certifications of substance abuse program completion, medical histories and diagnoses, driver's license numbers, dates of birth, as well as physical and email addresses, or Private Information. Defendant denies any wrongdoing whatsoever. Records indicate you are included.

Who is a Settlement Class Member? All Persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident. Excluded from the Settlement Class are: any judge presiding over this matter and any members of their first-degree relatives, judicial staff, Arisa's officers, directors, and members, and Persons who timely and validly request exclusion from the Settlement Class.

Settlement Benefits. If you do not opt-out of the Settlement, you may be entitled to receive Settlement benefits by submitting a Claim Form no later than <Notice Deadline> which you can obtain online at www.website.com or by calling (XXX) XXX-XXXX. If eligible, you may submit a Settlement Claim for three (3) years of one bureau credit monitoring services; you may submit a Settlement Claim for documented losses or expenses (up to \$5,000) with submission of documentation; and you may make a Settlement Claim for a *pro rata* cash payment, estimated to be \$70. To receive this cash payment, Settlement Class Members must submit a valid Claim Form, but no documentation is required to make this claim.

Your Options. You can do nothing and claim no benefits, submit a Claim Form to claim benefits, object to the Settlement or any part of it, or opt-out of the Settlement. If you do anything but opt-out, you will give up the right to sue Defendant on the issues covered by the Settlement. If you opt-out, you will retain the right to sue, but you will not be eligible to receive any of the benefits of the Settlement. Detailed instructions on how to make a Settlement Claim, object, or opt-out are available online at www.website.com or by calling (XXX) XXX-XXXX. Objections or Requests for Exclusion must be postmarked no later than <Objection/Opt-Out Deadline>.

Final Approval Hearing. The Court will hold a Final Approval Hearing on [DATE], at [TIME] AM CT in [Court Address]. The Court will decide at the hearing whether the Settlement is fair, reasonable, and adequate. The Court will also consider a request for reasonable attorneys' fees in an amount not to exceed thirty-five percent (35%) of the total Settlement Fund, including the value of remedial measure taken by Arisa. In addition, Settlement Class Counsel may seek reasonable costs and expenses from the Settlement Fund, along with a Service Award in the amount of \$2,500 to each Representative Plaintiff. You may attend the hearing with your own lawyer at your own expense but you don't have to.

Need More Information? Visit www.website.com or call toll-free (XXX) XXX-XXXX.

Postage
Required

Claims Administrator - Case ID
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

Address Update

If you have an address different from where this postcard was mailed to, please write your correct address and email below and return this portion to the address provided on the other side.

****THIS NOTICE IS NOT A CLAIM FORM****

DO NOT USE THIS POSTCARD TO FILE A CLAIM, AN EXCLUSION OR OBJECTION.

Name: _____
First Name M.I. Last Name

Street Address: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ @ _____

EXHIBIT D

**IN THE CIRCUIT COURT OF JOHNSON COUNTY, ARKANSAS
CIVIL DIVISION**

REBECCA MILLER, JOSEPH OWENS,
HALEY DAVIS, BRIAN CROW, DEBRA GOODWIN,
SHENIKA GRAY, CATHY WEDGE, LEIGH KRUGER,
SELENA BARNETT, NICHOLAS BURGESS AND ZOE KENNEY,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED

PLAINTIFFS

v.

Case No. 36CV-24-177

ARISA HEALTH, INC.

DEFENDANT

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

Plaintiff Plaintiffs/Class Representatives Rebecca Miller, Joseph Owens, Haley Davis, Brian Crow, Debra Goodwin, Shenika Gray, Cathy Wedge, Leigh Kruger, Selena Barnett, Nicholas Burgess, and Zoe Kenney (“Plaintiffs”), by and through counsel, having submitted a class action Settlement Agreement and Release (the “Settlement” or the “Settlement Agreement”) to the Court and having moved on an unopposed basis for preliminary approval of the Settlement under Arkansas Rule of Civil Procedure 23(e), and the Court, being duly advised, now finds that the motion should be, and hereby is, **GRANTED**.

ACCORDINGLY, IT IS HEREBY ORDERED:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement.
2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over Plaintiff and Defendant in the above-captioned case (the “Parties”).
3. The Court finds that, solely for the purposes of settlement and notice, the

requirements of Rules 23(a) and 23(b) of the Arkansas Rules of Civil Procedure have been met, specifically:

- a. The Class Members are so numerous that joinder of all members is impracticable, as there are thousands of Class Members;
- b. There are questions of law or fact common to the Class based upon the claims raised in the lawsuit relating to the data breach at issue;
- c. Plaintiff's claims are typical of the claims of the Class because they are based on, and arise from the same data breach;
- d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class as Plaintiff has no interests antagonistic to the Class and Class Counsel is experienced in class action litigation and Plaintiff has participated in the litigation;
- e. Questions of law and fact common to the class members predominate over any questions affecting only individual members, namely those relating to the data breach at issue, and a class action is superior to other available methods for fairly and efficiently adjudicating this lawsuit, as it provides an efficient class-wide resolution.

4. The Court therefore **CERTIFIES** the following Class:

All persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident.

5. The Court appoints J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Gary M. Klinger of Milberg Coleman Bryan Phillips Grossman, PLLC, Jeff Ostrow of Kopelwitz Ostrow, P.A., and James A. Streett of the Streett Law Firm, P.A. as Class Counsel.

6. The Court appoints Plaintiffs Rebecca Miller, Joseph Owens, Haley Davis, Brian Crow, Debra Goodwin, Shenika Gray, Cathy Wedge, Leigh Kruger, Selena Barnett, Nicholas Burgess, and Zoe Kenney as Class Representatives.

7. The Court finds that the terms of the Settlement are within the range of a fair, reasonable, and adequate settlement between Plaintiff and the Class, on one hand, and Defendant, on the other hand, under the circumstances of this case. The Court therefore preliminarily approves the Settlement and directs the parties to the Settlement to perform and satisfy the terms and conditions of the Settlement that are triggered by such preliminary approval.

8. Defendant is directed to deposit or cause to be deposited the amount of the Settlement Fund as set forth in the Settlement Agreement for the benefit of the Class.

9. The proposed notices in the form attached to the Settlement, and the manner of distribution of such Notice by direct mail, are hereby approved by this Court as the best notice practicable to the Class. The form and manner of notice proposed in the Settlement comply with Rule 23 of the Arkansas Rules of Civil Procedure and the requirements of Due Process.

10. Epiq (the “Settlement Administrator”) shall cause notice to be sent to each Class Member no later than thirty (30) days from the date of this Order. Notice shall be sent in the manner set forth in the Settlement.

11. No later than fourteen (14) days before the deadline for Class Members to exclude themselves from, or object to the Settlement contained therein, Plaintiff shall file a motion for approval of the attorneys’ fees, expenses and costs, and the Class Representative’s service award.

12. Pursuant to Rule 23 of the Arkansas Rules of Civil Procedure, a final approval hearing (the “Final Approval Hearing”) shall be held before the undersigned at _____ o’clock, on _____ (month) _____ (date), 2025 (the “Final Approval Hearing Date”), at the Circuit Court of Johnson County, Arkansas (or by remote appearance if circumstances require and information relating to the hearing shall then be posted on the settlement website) for the purpose of: (a) determining whether the Settlement is

fair, reasonable, and adequate and should be finally approved; (b) determining whether a Final Approval Order should be entered; and (c) considering Class Counsel's application for an award of attorneys' fees, expenses and costs and the Class Representatives' service award pursuant to Rule 23 of the Arkansas Rules of Civil Procedure. The Court may adjourn, continue, and reconvene the Final Approval Hearing pursuant to oral announcement without further notice to the Class, and the Court may consider and grant final approval of the Settlement, with or without minor modification and without further notice to the Class.

13. Class Members shall be afforded an opportunity to request exclusion from the Class. For an Exclusion Letter to be valid, it must be postmarked on or before the opt-out deadline, as provided for in the Settlement Agreement. Any Exclusion Letter shall identify the Class Member by name, shall include the Class Member's address, telephone number, and email address (if applicable), shall state that the Class Member wishes to exclude himself or herself from the Settlement, and shall be dated and signed by the Class Member. Class Members who submit a timely and valid request for exclusion from the Class shall not participate in and shall not be bound by the Settlement. Class Members who do not timely and validly opt out of the Class in accordance with the Notice shall be bound by all determinations and judgments in the action concerning the Settlement.

14. Class Members who have not excluded themselves shall be afforded an opportunity to object to the terms of the Settlement. To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator, and also be filed with the Court, with service upon Defendant's counsel and Class Counsel. The objection must be (1) mailed to the Settlement Administrator and received by or showing a postmark date on or before the objection deadline (as defined in the Settlement

Agreement) and (2) filed with the Court and served upon Defendant's counsel and Class Counsel on or before that deadline. Class Counsel shall file responsive pleadings to any objections at least seven days prior to the Final Approval Hearing Date. The content of the objection must include the following information and must be signed and dated by the Class Member:

- a. the objector's full name, address, telephone number, and email address (if any);
- b. a clear and detailed written statement that identifies the basis of the specific objection that the Settlement Class Member asserts;
- c. the identity of any counsel representing the objector;
- d. a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying that counsel;
- e. the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (if any).

15. Any member of the Class who does not make his or her objection known in the manner provided in the Settlement and Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement.

16. Any request for intervention in this action for purposes of commenting on or objecting to the Settlement must meet the requirements set forth above, including the deadline for filing objections, and also must be accompanied by any evidence, briefs, motions or other materials the proposed intervenor intends to offer in support of the request for intervention, and must meet the requirements of the Arkansas Rules of Civil Procedure.

17. Any lawyer intending to appear at the Final Approval Hearing must be authorized to represent a Class Member, must be duly admitted to practice law before the Johnson County

Circuit Court and the State of Arkansas, and must file a written appearance. Copies of the appearance must be served on Class Counsel and counsel for Defendant in accordance with the Arkansas Rules of Civil Procedure.

18. If the Settlement does not become effective or is rescinded pursuant to the Settlement Agreement, the Settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties, and all Orders issued pursuant to the Settlement shall be vacated.

19. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____, 2025

Honorable Judge Patterson
Circuit Judge

EXHIBIT E

**IN THE CIRCUIT COURT OF JOHNSON COUNTY, ARKANSAS
CIVIL DIVISION**

REBECCA MILLER, JOSEPH OWENS,
HALEY DAVIS, BRIAN CROW, DEBRA GOODWIN,
SHENIKA GRAY, CATHY WEDGE, LEIGH KRUGER,
SELENA BARNETT, NICHOLAS BURGESS, AND ZOE KENNEY,
INDIVIDUALLY AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED

PLAINTIFFS

v.

Case No. 36CV-24-177

ARISA HEALTH, INC.

DEFENDANT

[PROPOSED] ORDER GRANTING FINAL APPROVAL

WHEREAS, Plaintiffs/Class Representatives Rebecca Miller, Joseph Owens, Haley Davis, Brian Crow, Debra Goodwin, Shenika Gray, Cathy Wedge, Leigh Kruger, Selena Barnett, Nicholas Burgess, and Zoe Kenney, by their respective counsel, entered into the Class Action Settlement Agreement (the “Settlement Agreement” or the “Settlement”);

WHEREAS, Plaintiffs and Defendant applied pursuant to Rule 23 of the Arkansas Rules of Civil Procedure for an order preliminarily approving the proposed Settlement and preliminarily approving the form and plan of notice and distribution as set forth in the Settlement Agreement;

WHEREAS, this Court previously certified the Settlement Class.

WHEREAS, on _____, the Court entered an order preliminarily approving the Settlement, approving the forms of notice of the Settlement to Class Members, directing that appropriate notice of the Settlement be given to Class Members, and scheduling a hearing on final approval (the “Preliminary Approval Order”);

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval

Order: (1) Class Counsel caused the Notice of class action settlement to be mailed by United States First Class Mail to all known members of the Class; and (2) the declaration of notice demonstrates compliance with the Preliminary Approval Order with respect to the mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel advised the Court that ___ persons submitted valid requests for exclusion from the Class;

WHEREAS, on _____, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the Lawsuit, the benefits to the Class under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Plaintiff and Defendant in this case (the “Parties”).

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. For settlement purposes, the Court certifies the following Settlement Class:

All persons Arisa identified as being among those individuals impacted by the Incident, including all who were sent a notice of the Incident.

Excluded from the Settlement Class are any judge presiding over this matter and any members of

their first-degree relatives, judicial staff, Arisa's officers, directors, and members, and persons who timely and validly request exclusion from the Settlement Class. For the reasons set forth in the Preliminary Approval Order and in Plaintiff's Motion for Final Approval, the Court finds that the requirements for certification under Arkansas Rules of Civil Procedure 23(a) and 23(b) are satisfied.

5. The Plaintiff and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement, and the Settlement is the product of good-faith, arms'-length negotiations.

6. The Settlement is the product of good faith, arms'-length negotiations by the Parties and their counsel, and the Class and Defendant were represented by capable and experienced counsel.

7. The form, content, and method of dissemination of the Notice given to members of the Class—individual mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 and Due Process.

8. For the reasons set forth in the Preliminary Approval Order and Plaintiff's Motion for Final Approval, the Court finds that the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Plaintiff, the Class, Class Counsel, Defendant, and Defendant's counsel to effectuate the Settlement according to its terms.

9. The Settlement Agreement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the parties are authorized to implement that distribution after deductions for fees, expenses, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Fund.

11. Upon the Effective Date, the Class Representative and the Settlement Class release and forever discharge Defendant its present and former parents, subsidiaries (including, but not limited to, Counseling Associates, Inc., Northeast Arkansas Community Mental Health Center d/b/a Mid-South Health Systems, Ozark Guidance Center, Inc., and Professional Counseling Associates, Inc.), divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf, from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of or in any way related to the claims asserted, or which could have been asserted, in the Lawsuit.

12. This Order is a final judgment because it disposes of all claims against all parties to the Lawsuit. The Court retains jurisdiction over the Settlement Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2025

Honorable Judge Patterson
Circuit Judge