

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

MARGARET NEMETH,  
on behalf of herself  
and all others similarly situated

*Plaintiff,*

v.

COLUMBIA UNIVERSITY HEALTH CARE, INC.

*Defendant.*

Case No. 655570/2024

**SETTLEMENT AGREEMENT AND  
RELEASE****SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) Margaret Nemeth and Juanita Huggins (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) Columbia University Health Care, Inc. (“Defendant” or “Columbia”) in the case *Margaret Nemeth, et al. vs. Columbia University Health Care, Inc.*, Supreme Court of the State of New York, County of New York, Index No. 655570/2024. Defendant and Plaintiffs are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

**I. FACTUAL BACKGROUND AND RECITALS**

1. In their separately-filed complaints, Plaintiffs Nemeth and Huggins alleged that in May of 2024, Defendant disclosed that the PII of over 29,629 current or former patients, including the PII of Plaintiffs and the putative Class, had been compromised in a cybersecurity incident that occurred between September 11, 2023 and March 7, 2024 (the “Data Incident”).<sup>1</sup> Plaintiffs alleged that this exposed certain personally identifiable information (“PII”) as well as protected health information (“PHI”) (collectively “Private Information” or “PII”) of Plaintiffs and other putative Settlement Class Members. Specifically, Plaintiffs alleged the following types of PII were exposed: first and last name, date of birth, as well as protected health information including

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<sup>1</sup> Plaintiffs alleged that the Data Incident was the result of a criminal cyberattack on Defendant’s network. Defendant explained in subsequent communications with Plaintiffs’ counsel that no criminal cyberattack occurred, and that the Data Incident was the result of an individual’s error that led to certain data being made potentially accessible on a third-party website.

medical record number, provider name, and laboratory test results. On May 7, 2024, Defendant began notifying Plaintiffs and the putative Settlement Class about the Data Incident.

2. On July 10, 2024, Plaintiff Huggins, individually and on behalf of a putative class, filed an action against “New York-Presbyterian Columbia University Irving Medical Center” in the Supreme Court of the State of New York, County of New York, Index No. 156291/2024. Plaintiff Huggins served this action on The New York and Presbyterian Hospital (“NYPH”)<sup>2</sup> on August 1, 2024. The New York and Presbyterian Hospital and Columbia University participate in an Organized Health Care Arrangement.

3. On October 22, 2024, Plaintiff Nemeth filed the second related class action lawsuit on behalf of herself and all others similarly situated against both NYPH and Defendant Columbia in the Supreme Court of the State of New York, County of New York, Index No. 655570/2024.

4. On December 9, 2024, Plaintiff Huggins and NYPH stipulated to voluntarily discontinue the *Huggins* Action, without prejudice. On the same day, a joint stipulation to dismiss NYPH from the *Nemeth* Action was filed, continuing the litigation as to Plaintiff Nemeth and Defendant Columbia University Health Care, Inc.

5. On April 18, 2025, counsel for the Parties mediated this matter before Judicate West mediator Jill Sperber, Esq. The mediation resulted in a proposed agreement including certain material terms, which are memorialized in this Agreement, and resolving the claims and potential claims of both Plaintiffs Nemeth and Huggins on behalf of a similarly situated settlement class.

6. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

7. Defendant denies all allegations of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in Plaintiffs’ complaints. Despite Defendant’s position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

8. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate,

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<sup>2</sup> Plaintiff Huggins did not serve that action on Columbia University Health Care, Inc., The Trustees of Columbia University in the City of New York, or any other Columbia University-related entity (“Columbia University”).

and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

9. Considering the risks and uncertainties of continuing the Litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasors release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## **II. DEFINITIONS**

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

11. “**Approved Claims**” shall mean complete and timely Claim Forms submitted by Settlement Class Members that have been approved by the Settlement Administrator and which shall be paid from the Settlement Fund.

12. “**Claim Form**” shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as **Exhibit C**.

13. “**Claims Deadline**” shall mean the date by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically) to be considered timely and shall be set as a date ninety (90) days after the Notice Date is entered. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

14. “**Class Counsel**” shall mean Edward Ciolko of Sterlington PLLC, Gary E. Mason of Mason LLP, and Daniel Srourian of Srourian Law Firm P.C.

15. “**Counsel**” or “**Counsel for the Parties**” means both Class Counsel and Defendant's Counsel, collectively.

16. “**Court**” shall mean the Honorable Judge Arthur F. Engoron, J.S.C., or any other Judge or Magistrate presiding over this Litigation.

17. “**Credit / Medical Monitoring Services**” means two (2) years of CyEx Medical Shield Complete product to monitor medical and healthcare data of Participating Settlement Class

Members under the Settlement. The product includes one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assist, and victim assistance.

18. **“Data Incident”** means the cybersecurity incident that led to certain data being made potentially accessible on a third-party website and which is the subject of this Litigation.

19. **“Defendant”** shall mean Defendant Columbia University Health Care, Inc.

20. **“Defendant’s Counsel”** shall mean Lance Murashige of Hogan Lovells US LLP.

21. **“Documented Losses”** means out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are supported by reasonable third-party documentation. “Documented Losses” include expenditures such as bank fees, long distance phone charges, cell phone charges (only if charged by minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, fees for credit reports, credit monitoring, medical monitoring, or other identity theft insurance product purchased between December 21, 2023 and the Claims Deadline.

22. **“Effective Date”** shall mean the date five days after the Settlement Agreement becomes Final.

23. **“Fee and Expense Application”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses, as well as Service Awards for the Class Representatives.

24. **“Fee Award and Expenses”** means the amount of attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.

25. **“Final”** means each and every of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by all Parties and their counsel; (2) Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, as provided herein; (3) the Court-approved Notice has been sent and the Settlement Website has been fully created and maintained as ordered by the Court; (4) if there are no objections to the proposed settlement submitted, or any timely objections have been submitted and then withdrawn before entry of the Final Approval Order, the Final Approval Order and Judgment has been entered on the docket, or if an objection to the settlement has been submitted by a member of the Settlement Class found by the Court to have standing to object, thirty-five (35) calendar days after the Court enters the Final Approval Order; and (5) either the time to appeal from such order has expired and no appeal has been timely filed; or if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either the time to further appeal from such order has expired and no further appeal is taken from

such order(s) or any such appeal has been finally resolved and results in affirmation of such order(s) with no right to pursue further remedies or relief existing.

26. “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award and Expenses, and approving a Service Award to the Class Representatives.

27. “**Final Approval Order**” shall mean an order and judgement entered by the Court, in substantially the same form as the one attached hereto as **Exhibit E**, that:

- i. Certifies the Settlement Class pursuant to Article 9 of the New York Civil Practice Law and Rules;
- ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Dismisses Plaintiffs’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Release provided in Section IX and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Includes as an exhibit a list of individuals who timely and validly opted out of the Settlement;
- vi. Reserves jurisdiction over the Settlement and this Settlement Agreement; and
- vii. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing.

28. “**Frequently Asked Questions**” or “**FAQs**,” substantially in the manner set forth in **Exhibit B (Long Form Notice)**, are questions and answers to those questions that are frequently posed by Settlement Class Members about class action settlements and specifically about this Settlement.

29. “**Litigation**” shall mean the action captioned *Margaret Nemeth, et al. vs. Columbia University Health Care, Inc.*, Supreme Court of the State of New York, County of New York, Index No. 655570/2024.

30. “**Long Form Notice**” is the content of the notice substantially in the form as **Exhibit B**, which will be posted on the Settlement Website and will include robust details about the Settlement.

31. “**Net Settlement Fund**” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the

following: (1) Notice and Administrative Expenses; (2) Fee Award and Expenses; and (3) Service Awards.

32. “**Notice**” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits A and B**.

33. “**Notice Deadline**” means the last day by which Notice must be issued to the Settlement Class Members and will occur 30 days after the Preliminary Approval Order is entered.

34. “**Notice and Administrative Expenses**” means all of the expenses incurred in the administration of this Settlement, including, without limitation, 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 Participating Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

35. “**Objection Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court and sent to the Settlement Administrator, which shall be designated as sixty (60) days after the Notice Deadline, or such other date as ordered by the Court.

36. “**Opt-Out Deadline**” is the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline.

37. “**Participating Settlement Class Member**” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

38. “**Parties**” shall mean Plaintiffs and Defendant, collectively.

39. “**Plaintiffs**” or “**Class Representatives**” shall mean the named class representatives, Juanita Huggins and Margaret Nemeth, collectively.

40. “**Preliminary Approval Order**” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Settlement Agreement. Attached as **Exhibit D**.

41. “**Pro Rata Cash Payment**” means a cash payment that a Settlement Class Member may claim under this Settlement Agreement, as set forth in Paragraph 62 (c) and which shall be paid from the Settlement Fund.

42. “**Released Claims**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

43. “**Released Parties**” shall have the meaning ascribed to it as set forth in Section IX of this Settlement Agreement.

44. “**Releasors**” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Participating Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

45. “**Remainder Funds**” means any funds that remain in the Settlement Fund after all deductions from the Settlement Fund authorized by this Settlement Agreement and all Approved Claims to Participating Settlement Class Members have been paid. If there is any balance remaining in the Settlement Fund Amount 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, the Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient. The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph shall not be considered unclaimed property under any law.

46. “**Service Award**” shall have the meaning ascribed to it as set forth in Section X of this Settlement Agreement. The Service Awards requested in this matter will be \$2,500 to each Plaintiff, subject to court approval, and are to be paid from the Settlement Fund.

47. “**Settlement Administrator**” means, subject to Court approval, Epiq Global, an entity jointly selected and supervised by Class Counsel and Defendant to administer the settlement. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Administrator, upon a showing that the responsibilities of Settlement Administrator have not been adequately executed by the Settlement Administrator

48. “**Settlement Class**” or “**Class**” means “All individuals residing in the United States who were provided notice that their PII and/or PHI may have been impacted in the Data Incident.” Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline. For purposes of settling this Action, the Parties conditionally stipulate and agree that the requirements for establishing class certification with respect to the Settlement Class have been met, and that the Settlement Class is comprised of approximately 29,629 individuals.

49. “**Settlement Class List**” means a list of each Settlement Class Member’s full name, current or last known address, where available, and current or last known email address, where available, which Defendant or Defendant’s agent shall provide to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

50. “**Settlement Class Member**” means an individual who falls within the definition of the Settlement Class.

51. “**Settlement Fund**” means the non-reversionary common fund amount of six hundred thousand dollars (\$600,000.00) to be paid by, or on behalf of, Defendant, including any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

52. “**Settlement Payment**” means the payment to be made via mailed check and/or electronic payment from the Settlement Administrator to Participating Settlement Class Members who have made Approved Claims.

53. “**Settlement Website**” means a website established and administered by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of **Exhibits A-E** (or any forms of these notices that are approved by the Court), this Settlement Agreement, and all Court documents related to the Settlement. The Settlement Website will be publicly viewable and contain broad information about the Settlement, including but not limited to, copies of the Complaint filed in this matter, a copy of the Long Form Notice, Short Form Notice, FAQs, Claim Form that may be submitted online through the Settlement Website or mailed to the Settlement Administrator, and the deadlines for filing a claim, objection, or exclusion requests, and the date of the Fairness Hearing. The Settlement Website is viewed as an important piece of the notice plan to Class Members. The Settlement Website shall not include any advertising. The Settlement Website will remain active until 90 days after the Effective Date.

54. “**Short Form Notice**” is the content of the notice substantially in the form as **Exhibit A**, which is the postcard notice that will be mailed to each available Settlement Class Member.

55. “**Taxes and Tax-Related Expenses**” means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

### **III. SETTLEMENT FUND**

56. **Establishment of Settlement Fund.** Within ten (10) business days of the entry of the Preliminary Approval Order, Defendant shall cause to be deposited \$150,000, into an account established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendant, and Class Counsel. Within ten (10) business days of the Effective Date, Defendant shall cause to be deposited the remaining \$450,000 into the same account. The Settlement Administrator shall provide its estimate of the preliminary Notice of Administration Expenses, wiring instructions, and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Following Defendant’s payment of the Settlement Fund monies as described in this Paragraph, Defendant shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the Settlement Fund account, investment of Settlement Fund account funds,



payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes or Tax-Related Expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund. To the extent this Settlement Agreement does not become Final, Defendant will be entitled to the return of any amounts not already incurred by the Settlement Administrator.

57. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

58. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 87.

59. **Use of the Settlement Fund.** As further described in this Agreement and in Exhibit B, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (1) reimbursement for Documented Losses; (2) costs associated with Credit / Medical Monitoring services; (3) Pro Rata Cash Payments; (4) Notice and Administrative Expenses; (5) Plaintiffs' Service Award payments as approved by the Court; and (6) the Fee Award and Expenses awarded by the Court. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant's agents shall have any responsibility whatsoever with respect to effectuating such payments.

60. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any

Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement. However, where a Settlement Class Member who is entitled to more than Five Hundred And Ninety-Nine Dollars and No Cents (\$599.00) fails to submit an IRS Form W-9 (or equivalent tax document), the Settlement Administrator shall consult with counsel to determine how to remit payment to the Settlement Class Member (*i.e.*, capped at Five Hundred And Ninety-Nine Dollars and No Cents (\$599.00) or withholding necessary taxes and sending the remainder to the Settlement Class Member).

#### IV. SETTLEMENT BENEFITS AND ADMINISTRATION

61. The Settlement Administrator will agree to make the following compensation from the Settlement Fund available to Settlement Class Members who submit valid and timely claim forms. Claims will be subject to review for completeness and plausibility by a Settlement Administrator, and Claimants will have the opportunity to seek review by the Parties' counsel, if they dispute the Settlement Administrator's initial determination.

62. All Settlement Class Members who submit a valid and timely Claim Form may choose all applicable claim categories below. Claims will be subject to review for completeness and plausibility by the Claims Administrator. Only one claim may be submitted per Settlement Class Member. Settlement Class Members may claim Credit / Medical Monitoring and reimbursement for (i) Compensation for Documented Losses *and/or* (ii) a Pro Rata Cash Payment, as those terms are defined below. If more than one valid claim is submitted by a Settlement Class Member, the largest valid claim filed will be processed and the remaining claims will be denied as duplicative.

- a. **Credit / Medical Monitoring.** Settlement Class Members may claim two years of the CyEx Medical Shield Complete product to monitor medical and healthcare data. The product includes one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assist, and victim assistance.
  - i. The Settlement Administrator shall send an activation code to each valid Credit / Medical Monitoring Services claimant within forty-five (45) days of the Effective Date that can be used to activate the monitoring services benefit. 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 term if used at any time during that 180 day period.
  - ii. The provider shall provide Credit / Medical Monitoring Services to all valid claimants who timely activate those services for a period of two (2) years from the date of activation. Credit / Medical Monitoring

expenses, the administration of which will be overseen by Class Counsel, will be paid for from the Settlement Fund.

- b. **Compensation for Documented Losses.** Defendant will reimburse documented out-of-pocket expenses incurred as a result of the Incident, up to a maximum of ten thousand dollars (\$10,000.00) per person upon submission of a claim and supporting third-party documentation, such as the following losses:
- i. Bank fees, long distance phone charges, cell phone charges (only if charged by minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
  - ii. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 21, 2023 and the date of the Settlement Agreement.
  - iii. Participating Settlement Class Members who submit claims for Documented Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document 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 other submitted documentation.
- c. **Pro Rata Cash Payment:** In addition to or in lieu of filing a claim for Documented Losses, Participating Class Members may claim a Pro Rata Cash Payment. The payments shall be calculated by dividing the funds remaining in the Settlement Fund after payment of Settlement Administration Fees, Fee Award and Expenses, Service Awards, Credit / Medical Monitoring, and Compensation for Documented Monetary Losses. To receive this benefit, Participating Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. The amount of the Alternative 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.

63. **Assessing Claims for Documented Losses.** The Settlement Administrator shall verify that each person who submits a Claim Form is a Settlement Class Member. To the extent the Settlement Administrator determines that a claim is deficient, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide them with 21 days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class member within 10 days of that determination. The Settlement Administrator may consult the Parties in making these determinations. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim.

- a. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within 21 days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

64. **Order of Distribution of Funds.** The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Documented Losses, followed by Credit / Medical Monitoring, then Pro Rata Cash Payments.

65. **Contingencies.** In the event that the aggregate amount of all Settlement Payments exceeds the total amount of the Net Settlement Fund, then all valid Credit / Medical Monitoring and Documented Losses Claims shall be paid in full to the extent the Net Settlement Fund is sufficient to fully pay all such claims, and then each valid Pro Rata Cash Payment Claim shall be proportionately reduced on a *pro rata* basis. If the Net Settlement Fund is not sufficient to pay all valid Credit / Medical Monitoring and Documented Losses, then the valid Documented Losses Claims shall be proportionately reduced on a *pro rata* basis. In no event shall the Settlement Fund be increased for any reason. All *pro rata* determinations required by this Paragraph shall be performed by the Settlement Administrator.

66. **Unclaimed Property.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. If there is any balance remaining in the Settlement Fund Amount 90 days after the Settlement Administrator completes the process for stopping payment on any checks that remain uncashed, the Parties will return to the Court seeking direction as to the disposition of these funds, including the selection of a *cy pres* recipient. The funds distributed pursuant to the *cy pres* provision set forth in this Paragraph shall not be considered unclaimed property under any law.

67. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement

Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

68. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

69. **Settlement Administration Fees.** The Settlement Fund amount provided by Defendant, or on behalf of Defendant, will pay the entirety of the Notice and Administrative Expenses, including the cost of Notice. The Parties have solicited competitive bids for the settlement administration fees, and agree to rely upon postcard reminder notice (to the extent that a reminder notice is necessary), and to utilize email notice where practicable in order to minimize the administration costs while still providing effective notice to the Class. Settlement Administration Fees shall be paid through the Settlement Fund and are limited to the common fund amount.

70. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator shall reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

71. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

72. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond payment of monies into the Settlement Fund in the amount set forth in Paragraph 56 above.

73. Once a Settlement Administrator is mutually agreed to by the Parties and after the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice in a manner mutually agreed upon by the Parties, and which shall consist of direct mail notice.

74. After the Court enters an order approving the final Settlement Agreement, the Settlement Administrator shall make payments to all Participating Settlement Class Members that made a valid claim, subject to the procedure set forth herein.

75. The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

76. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Program and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses

## **V. ADDITIONAL SECURITY MEASURES**

77. **Business Practice Attestation.** Defendant has confirmed that it has made certain changes to its information security and will attest to these changes in a declaration. Prior to the filing of the motion for preliminary approval, Defendant will provide Class Counsel with a written attestation regarding the security measures it implemented following the Data Incident, and affirm its intention to continue such practices as appropriate. Costs associated with these security-related measures have been or shall be paid by Defendant separate and apart from other settlement benefits and separate and apart from the Settlement Fund.

## **VI. SETTLEMENT CLASS NOTICE, OPT-OUTS, AND OBJECTIONS**

78. **Notice.** Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. Within thirty (30) days after the Preliminary Approval Order is entered, the Settlement Administrator shall disseminate Notice to the Settlement Class Members. Notice shall be disseminated via U.S. mail to all Settlement Class Members, to the extent mailing addresses are known, and via email, to the extent email addresses are known. No later than two weeks prior to the Claims Deadline, the Settlement Administrator shall send a reminder notice via email to all Settlement Class Members who have not previously made a claim, and for whom email addresses are available. The Settlement Administrator shall also establish a dedicated Settlement Website and will maintain and update the website throughout the Claims Period with copies of the Settlement Agreement, as well as the Short Notice, Long Notice, Claim Form, and relevant filings. The Settlement Administrator

will also create a toll-free help line and dedicated email address. The process to issue Notice as described in this Paragraph and the creation and maintenance of the Settlement Website and toll-free help line shall constitute the “Notice Plan.”

79. **Final Approval Hearing.** The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Section waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

80. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by mailing a request for exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion,” a comparable statement that the individual does not wish to participate in the Settlement, or some other clear manifestation of the intent to opt-out of the Settlement in the written communication. Each request for exclusion must request exclusion only for that one individual whose personal signature appears on the request. The Notice must state that any Settlement Class Member who does not file a timely request for exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

81. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or Fee and Expense Application by submitting written objections to the Court no later than the Objection Deadline. A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney’s background and prior experience, the amount of anticipated fees and method of calculation, the attorney’s hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member and his/her attorney, if applicable, have submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

## **VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION**

82. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon both the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class and designation of the Class

Representatives shall be void. Defendant reserves the right to contest class certification and the adequacy of Class Representatives for all other purposes.

83. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion for preliminary approval of the Settlement, in a form agreeable to the Parties, within thirty (30) days thereof or a date thereafter that is agreeable to the Parties and the Court or that is otherwise ordered by the Court.

84. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after the Settlement Administrator notifies the appropriate government officials of this Settlement Agreement.

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

#### **VIII. MODIFICATION AND TERMINATION**

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

87. **Termination.** Plaintiffs and Defendant shall have the right to terminate this Settlement by providing written notice of their election to do so: (1) within 7 days of either of the following: (a) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (b) Defendant's receipt of the opt-out list from the Settlement Administrator that includes more than 5% opt-outs, which right may be exercised solely by Defendant; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court. This Settlement shall terminate five (5) days after such written notice is provided.



88. **Effect of Termination.** In the event of a termination as provided in Paragraph 87, this Agreement and the Settlement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement or the Settlement. Further, in the event of such a termination, all funds in the Settlement Fund, including any interest or other income earned thereon, less any authorized settlement administration costs actually incurred prior to the date upon which the Agreement is terminated or fails to become effective shall be returned to Defendant within 14 days. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

#### IX. RELEASES

89. As of the Effective Date, all Settlement Class Members and all Settlement Class representatives, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all "Released Claims" related to or arising from the Data Incident, including but not limited to those asserted against Defendant and their current, former, and future affiliates, parents, subsidiaries, customers, representatives, officers, agents, directors, employees, insurers, successors, assigns, attorneys, and any entities with which Defendant, The Trustees of Columbia University in the City of New York, and/or Columbia University participates in an organized health care arrangement ("Released Parties").<sup>3</sup> "Released Claims" shall include any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or Unknown (as the term "Unknown Claims" is defined herein), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Data Incident, the facts alleged in the Action, related information security policies and practices, or related maintenance or storage of personal information related thereto regardless of whether such claims arise under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law.

90. "Unknown Claims" means any and all claim that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor

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<sup>3</sup> For the avoidance of doubt, "any entities with which Defendant, The Trustees of Columbia University in the City of New York, and/or Columbia University, participates in an organized health care arrangement" includes, but is not limited to, The New York and Presbyterian Hospital and their current, former, and future affiliates, parents, subsidiaries, customers, representatives, officers, agents, directors, employees, insurers, successors, assigns, and attorneys, each of which is intended to be included as a "Released Party."

as of the Effective Date (including such claims relating to harms occurring after the Effective Date that are alleged to relate to or arise out of the Incident) and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. Settlement Class Representatives and Settlement Class Members expressly waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or the District of Columbia, or principle of common law or otherwise, which is similar, comparable, or equivalent to California Civil Code section 1542, which provides:

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

Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

91. Released Claims shall not include the right of any Class Member or any of the Released Parties to enforce the terms of an eventual settlement (if a settlement is reached), and shall not include the claims of Class Members who, in the event a settlement is reached, have timely excluded themselves from the Settlement Class.

92. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

93. **Mutual Understanding.** The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

94. **Release of Class Representatives and Class Counsel.** Upon the Effective Date, Defendant and its representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be deemed to have released, acquitted, and forever discharged the Settlement Class Representatives and Class Counsel from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory

damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses), whether known or unknown, that arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims relating to the enforcement of the terms of the Settlement or this Agreement).

95. **Bar to Future Suits.** Upon entry of the Final Approval Order, Releasors shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Defendant or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. Likewise, Defendant and their representatives, officers, agents, directors, principals, affiliates, employees, insurers, and attorneys shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against Settlement Class Representatives and Class Counsel, or based on any actions taken by Settlement Class Representatives and Class Counsel that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

#### **X. SERVICE AWARD PAYMENTS**

96. **Service Award Payments.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed \$2,500.00 per Plaintiff (\$5,000 total). The Settlement Administrator shall make the Service Award payments to the Settlement Class Representatives from the Settlement Fund. Such Service Award payments shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

97. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

#### **XI. ATTORNEYS' FEES, COSTS, EXPENSES**

98. **Attorneys' Fees and Costs and Expenses.** At least fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third of the value of the Settlement, or \$200,000.00, in addition to litigation expenses up to \$30,000. Prior to the disbursement or payment of the Fee Award and Expenses under this Agreement, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Expenses (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

99. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for termination of this Agreement.

## **XII. NO ADMISSION OF LIABILITY**

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

101. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Defendant in the Action or in any proceeding in any court, administrative agency or other tribunal.

## **XIII. MISCELLANEOUS**

102. **Publicity.** The Parties agree that they shall not publicize this Settlement, Settlement Fund or Settlement Payment, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

103. **Records Retention Schedule.** It is agreed that upon the Final Approval Order of the Settlement, any prior Litigation Hold requirement shall be released and Defendant will follow its normal protocol regarding retention of business records

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

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

106. **Deadlines.** If any of the dates or deadlines specified herein fall on a weekend or legal holiday, including without limitation the Notice Deadline, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

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

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

109. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other in good faith prior to seeking Court intervention.

110. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of New York, without regard to the principles thereof regarding choice of law.

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

112. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Gary E. Mason  
**MASON LLP**  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015  
Telephone: (202) 429-2290  
gmason@masonllp.com

Edward W. Ciolko  
**STERLINGTON PLLC**  
One World Trade Center, 85th Floor  
New York, New York 10007  
Tel.: 929-709-1493  
edward.ciolko@sterlingtonlaw.com

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

Lance Murashige  
**HOGAN LOVELLS US LLPS**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, D.C. 20004  
Telephone: (202) 637-4854  
lance.murashige@hoganlovells.com

The notice recipients and addresses designated above may be changed by written notice.

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

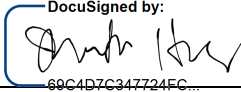
114. **Confidentiality of Discovery Material.** The Parties, Counsel for the Parties, and any retained or consulting experts, agree that each of them remain subject to the Confidentiality Agreement.

115. **No Government Third-Party Rights or Beneficiaries.** No government agency or official can claim any rights under this Agreement or Settlement.

116. **No Collateral Attack.** The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

117. **Survival.** The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed,

/s/   
69C4D7C347724FC...  
Plaintiff Juanita Huggins

/s/  
Plaintiff Margaret Nemeth

/s/  
William McKoy, on behalf of  
Defendant Columbia University Health Care, Inc.

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

Lance Murashige  
**HOGAN LOVELLS US LLPS**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, D.C. 20004  
Telephone: (202) 637-4854  
lance.murashige@hoganlovells.com

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/s/

Plaintiff Juanita Huggins

DocuSigned by:

/s/

Margaret Nemeth

Plaintiff Margaret Nemeth

/s/

William McKoy, on behalf of  
Defendant Columbia University Health Care, Inc.

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

Lance Murashige  
**HOGAN LOVELLS US LLPS**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, D.C. 20004  
Telephone: (202) 637-4854  
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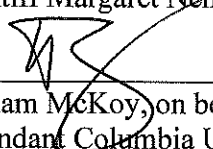
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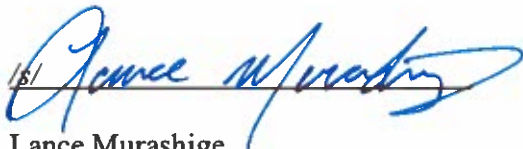
/s/  
Plaintiff Juanita Huggins

/s/  
Plaintiff Margaret Nemeth

/s/   
William McKoy, on behalf of  
Defendant Columbia University Health Care, Inc.



Dated: July 3, 2025

/s/ 

Lance Murashige  
**Hogan Lovells US LLPS**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, D.C. 20004  
Telephone: (202) 637-4854  
lance.murashige@hoganlovells.com

*Counsel for Defendant*

Dated: July 3, 2025

/s/ \_\_\_\_\_

Gary E. Mason  
**MASON LLP**  
5335 Wisconsin Avenue NW, Suite 640  
Washington, DC 20015  
Telephone: (202) 429-2290  
gmason@masonllp.com

Edward Ciolko  
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Tel.: 929-709-1493  
edward.ciolko@sterlingtonlaw.com

Daniel Srourian, Esq.  
**SROURIAN LAW FIRM, P.C.**  
468 N. Camden Dr., Suite 200  
Beverly Hills, California 90210  
Telephone: (213) 474-3800  
daniel@slfla.com

*Counsel for Plaintiffs and Proposed  
Settlement Class Counsel*

Dated: July 3, 2025

Dated: July 3, 2025

/s/ \_\_\_\_\_

Lance Murashige  
**Hogan Lovells US LLPS**  
Columbia Square  
555 Thirteenth Street, NW  
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*Counsel for Defendant*

/s/ 

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*Counsel for Plaintiffs and Proposed  
Settlement Class Counsel*

Dated: July 3, 2025

Dated: July 3, 2025

/s/ \_\_\_\_\_

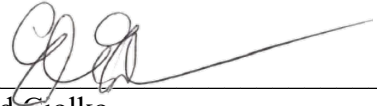
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*Counsel for Defendant*

/s/ \_\_\_\_\_

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5335 Wisconsin Avenue NW, Suite 640  
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Telephone: (202) 429-2290  
gmason@masonllp.com

/s/ \_\_\_\_\_

  
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edward.ciolko@sterlingtonlaw.com

/s/ \_\_\_\_\_

  
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Hills, California 90210 Telephone:  
(213) 474-3800  
daniel@slfla.com

*Counsel for Plaintiffs and Proposed  
Settlement Class Counsel*

## SETTLEMENT TIMELINE

<b><u>Grant of Preliminary Approval</u></b>	
Settlement Administrator provides W-9 to Defendant	5 days after Preliminary Approval Order
Defendant provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval
Long Form and Short Form Notices Posted on the Settlement Website	No later than 28 days after Preliminary Approval, or prior to the Settlement Website going live
Notice Date	30 days after Preliminary Approval.
Reminder Notice	60 days after Notice Date (if needed)
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Award	14 days before Objection and Opt-Out Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Opt-Outs to Counsel for the Parties	70 days after Notice Date
Initially Approved Claims List	35 days after Claims Deadline
Initially Rejected Claims List	35 days after Claims Deadline
Parties' Challenge to Any Claims	35 days from Initially Approved Claims List
<b><u>Final Approval Hearing</u></b>	120 days after Preliminary Approval Order (at minimum)
Motion for Final Approval	14 days before Final Approval Hearing Date
Settlement Administrator Provides Court Notice of Opt-Outs and/or Objections	14 days before Final Approval Hearing Date
<b><u>Final Approval</u></b>	
Payment of Attorneys' Fees and Expenses Class Representative Service Award	7 days after Effective Date
Settlement Website Deactivation	90 days after Effective Date



# EXHIBIT A

**IF YOU WERE NOTIFIED BY COLUMBIA UNIVERSITY HEALTH CARE OF A DATA INCIDENT THAT OCCURRED BETWEEN SEPTEMBER 11, 2023 AND MARCH 7, 2024, YOU MAY BE ELIGIBLE FOR PAYMENT AND CREDIT MONITORING SERVICES FROM A CLASS ACTION SETTLEMENT.**

*Si desea recibir esta notificación en español, llámenos o visite nuestra página web.*

A settlement has been reached in a class action lawsuit against Columbia University Health Care, Inc., (“Columbia” or “Defendant”) concerning an alleged data security incident that occurred between September 11, 2023 and March 7, 2024 (the “Data Incident”). The files affected by the Data Incident contained the Private Information of certain individuals. Plaintiff claims that Defendant was responsible for the Data Incident. Defendant denies all of the claims.

**WHO IS INCLUDED?** Defendant’s records show you received a notification from Defendant regarding the Data Incident, and, therefore, you are included in this Settlement as a “Settlement Class Member” unless you opt out of the Settlement.

**SETTLEMENT BENEFITS.** The Settlement provides for a \$600,000 common fund, to provide monetary relief and/or monitoring services for Settlement Class Members. Settlement Class Members can claim two years of CyEx Medical Shield Complete medical monitoring, reimbursement for Compensation for Documented Losses, and/or a Pro Rata Cash Payment. **The only way to receive a benefit is to file a claim. To get a Claim Form, visit the Settlement Website, at [WEBSITE](#), or call [PHONE](#). The claim deadline is [DEADLINE](#).**

**OPT OUT.** If you do not want to be legally bound by the Settlement, you must exclude yourself. A more detailed notice is available on the Settlement Website ([WEBSITE](#)) that explains how to exclude yourself. You must mail your exclusion request, postmarked no later than [DEADLINE](#), to the Settlement Administrator. You cannot exclude yourself by phone or email. If you exclude yourself from the Settlement, you will receive no benefits under the Settlement and will not be legally bound by the Court’s judgments related to the Settlement Class and Defendant in this class action.

**OBJECT.** If you stay in the Settlement, you may object to it by [DEADLINE](#), if you do not agree with any part of it. A more detailed notice is available on the Settlement Website ([WEBSITE](#)), which explains how to object. You must mail your objection, postmarked no later than [DEADLINE](#), to the Settlement Administrator. You can object only if you stay in the Settlement Class.

**OTHER OPTIONS.** If you do nothing, you will remain in the Settlement Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant or any of the Released Parties (as defined in the Settlement Agreement) for the claims resolved by this Settlement.

**FOR MORE INFORMATION.** Please visit the Settlement Website ([WEBSITE](#)) or call [PHONE](#) for a copy of the more detailed notice. On [Month Day, 2025](#), the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel’s request for attorneys’ fees not to exceed one-third of the Settlement Fund, or \$200,000, litigation costs not to exceed \$25,000.00 and for a Service Award Payment of \$2,500 to each of the two Class Representatives. The Motion for attorneys’ fees and expenses and service awards will be posted on the Settlement Website, at [WEBSITE](#), after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the Settlement Website listed above.

## EXHIBIT B



SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF NEW YORK

Nemeth v. Columbia University Health Care, Inc.

No. 655570/2024

IF YOU WERE NOTIFIED BY COLUMBIA UNIVERSITY HEALTH CARE OF A DATA INCIDENT THAT OCCURRED BETWEEN SEPTEMBER 11, 2023 AND MARCH 7, 2024, YOU MAY BE ELIGIBLE FOR PAYMENT AND CREDIT MONITORING SERVICES FROM A CLASS ACTION SETTLEMENT.

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

Si necesita ayuda en español, comuníquese con el administrador al PHONE.

- A settlement has been reached in a class action lawsuit against Columbia University Health Care, Inc. (“Columbia” or “Defendant”) concerning an alleged Data Incident affecting Defendant occurred between September 11, 2023 and March 7, 2024 (the “Data Incident”).
- The lawsuit is called *Nemeth v. Columbia University Health Care, Inc.*, Case No. 655570/2024 (the “Action”). The lawsuit alleges that the Data Incident potentially exposed certain Private Information of Plaintiff and the members of the putative class.
- The Settlement Class includes all individuals in the United States whose Private Information was compromised in the Data Incident. It excludes: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest, and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.
- Your legal rights are affected regardless of whether you act. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is DEADLINE.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment or benefits, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is DEADLINE.
OBJECT TO THE SETTLEMENT	Write to the Settlement Administrator explaining why you do not agree with the Settlement but remain bound by the Settlement. The deadline to object is DEADLINE.

<b>ATTEND THE FINAL APPROVAL HEARING</b>	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [REDACTED], 202[REDACTED].
<b>DO NOTHING</b>	You will not get any payments or benefits from the Settlement, and you will give up certain legal rights. You will remain in the Settlement Class and be subject to the Release.

- These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [WEBSITE](#).
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

### FREQUENTLY ASKED QUESTIONS

#### What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendant. The case is called *Nemeth v. Columbia University Health Care, Inc.*, Case No. 655570/2024. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

#### What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Margaret Nemeth—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

### THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

#### What is this lawsuit about?

Plaintiff claims that Defendant failed to implement and maintain reasonable security measures to adequately protect the Private Information in its possession and to prevent the Data Incident from occurring.

Defendant denies that it is liable for the claims made in the lawsuit and denies all allegations of wrongdoing. More information about the complaint in the lawsuit can be found on the Settlement Website, at [WEBSITE](#).

## Why is there a Settlement?

The Court has not decided whether the Plaintiff or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

## WHO'S INCLUDED IN THE SETTLEMENT?

### How do I know if I am in the Settlement Class?

You are part of the Settlement as a Settlement Class Member if you received a notification letter from Defendant stating that your Private Information was or may have been compromised in the Data Incident.

Settlement Class Members will have been mailed notice of their eligibility. If you are still not sure whether you are included, you can contact the Settlement Administrator by calling **PHONE**, by emailing **EMAIL**, or by visiting the Settlement Website, at **WEBSITE**.

This Settlement Class does not include (1) the Judge presiding over this Action, and members of their direct families; (2) Defendant, and its current and former officers and directors; and (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

## THE SETTLEMENT BENEFITS

### What does the Settlement provide?

Under the proposed Settlement, Defendant will pay (or cause to be paid) \$600,000.00 into a Settlement Fund. The Settlement Fund, plus interest accrued thereon, will pay notice and administration costs, Court-approved attorneys' fees and costs, Court-approved service awards for class representatives, and certain Settlement Fund taxes and tax expenses (the "Net Settlement Fund"). The Net Settlement Fund will be used to provide eligible Settlement Class Members with payments and benefits described below.<sup>1</sup>

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<sup>1</sup> If the benefits claimed by all Settlement Class Members meets or exceeds the amount of the Net Settlement Fund, then the payments and/or benefits for your Claim may be reduced *pro rata* pursuant to Paragraph 62 of the Settlement Agreement by the Settlement Administrator so that the aggregate cost of all payments and benefits does not exceed the amount of the Net Settlement Fund.

**Monitoring:** Settlement Class Members may claim two years of the CyEx Medical Shield Complete product to monitor medical and healthcare data. The product includes one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assist, and victim assistance.

**Monetary Relief:** Adult Subclass members may claim reimbursement of documented losses *or* a pro rata cash payment.

1. **Documented Losses:** Settlement Class Members may claim reimbursement for up to \$10,000 losses related to the Data Incident. Provided those losses are supported by documentation.
  - A. **Types of Losses:** Documented losses can include (but are not limited to) Bank fees, long distance phone charges, cell phone charges (only if charged by minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and fees for credit reports, credit monitoring, or other identity theft insurance product purchased between December 21, 2023 and the date of the Settlement Agreement.
  - B. **Supporting Documents:** To receive reimbursement for any Documented Monetary Loss, Settlement Class Members must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation. Documented monetary losses can be supported with the following evidence: receipts or other documentation not “self-prepared” by the Claimant and that demonstrates the reasonable costs actually incurred by the Claimant. “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.
2. **Pro Rata Cash Payment:** In addition to claiming the Documented Losses set forth above, Settlement Class Members may claim a Pro Rata Cash Payment. Pro Rata Cash Payments will be calculated by dividing the funds remaining in the Settlement Fund after payment of Settlement Administration Fees, Fee Award and Expenses, Service Awards, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses.

## HOW TO GET BENEFITS

### How do I make a Claim?

To qualify for a cash benefit under the Settlement, or to request credit monitoring services, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at the Settlement Website at, [WEBSITE](#), or by mail to the Settlement Administrator. Claim Forms are available through the Settlement Website at, [WEBSITE](#) or by calling [PHONE](#).

All Claim Forms must be submitted no later than [DEADLINE](#).

### When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [REDACTED], 202[REDACTED]. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

## THE LAWYERS REPRESENTING YOU

The Court has appointed Edward Ciolko of Sterlington PLLC, Gary E. Mason of Mason LLP, and Daniel Srourian of Srourian Law Firm P.C. as “Class Counsel” to represent you and all Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want someone other than Class Counsel to represent you.

<p>Gary Mason <b>Mason LLP</b> 5335 Wisconsin Ave. NW, Ste. 640 Washington, DC 20015 202-429-2290</p>	<p>Daniel Srourian <b>Srourian Law Firm, P.C.</b> 3435 Wilshire Blvd., Ste. 1710 Los Angeles, CA 90010 213-474-3800</p>	<p>Ed Ciolko <b>Sterlington PLLC</b> One World Trade Center, 85<sup>th</sup> Floor New York, NY 10007 929-709-1493</p>
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### How will the lawyers be paid?

To date, Class Counsel have not received any payment for their services in conducting this litigation on behalf of the Class and have not been paid for their out-of-pocket expenses. Class Counsel will ask the Court for an award of attorneys’ fees not to exceed one-third of the Settlement Fund, or \$200,000, and for the reimbursement of litigation costs and expenses which were incurred

in connection with the Action, not to exceed \$25,000.00. Such sums as may be approved by the Court will be paid from the Settlement Fund.

Class Counsel will also request a service award payment of \$2,500 for each of two Class Representatives, to be paid from the Settlement Fund.

The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to the Class Representatives.

Class Counsel will file their request for attorneys' fees, costs, and expenses and service awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at [WEBSITE](#).

## YOUR RIGHTS AND OPTIONS

### What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Defendant about the Data Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless of whether you submit a Claim Form. However, you may exclude yourself from the Settlement (*see below*). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement available on the Settlement Website, at [WEBSITE](#).

### What happens if I do nothing at all?

If you do nothing, you will receive no benefits under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of the Settlement Agreement. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant for the claims or legal issues released in this Settlement.

### What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

### How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a written notification to the Settlement Administrator stating that you want to be excluded from the Settlement in *Nemeth v. Columbia University Health Care, Inc.*, Case No. 655570/2024. Your written notification must include: (1) the name of the proceeding; (2) your full name and current address; (3) your signature; and (4) the words "Request for Exclusion" or a comparable statement that you not wish to

participate in the Settlement at the top of the communication. You must mail your exclusion request, postmarked no later than **DEADLINE**, to the following address:

Columbia Data Incident Settlement Administrator  
c/o **ADMINISTRATOR**  
**ADDRESS**  
**CITY, STATE, ZIP**

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs shall be permitted.

### **If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims or legal issues released in this Settlement, even if you do nothing.

### **If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for any benefits.

### **How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must mail a written objection to the Settlement Administrator stating that you object to the Settlement in *Nemeth v. Columbia University Health Care, Inc.*, Case No. 655570/2024. Your objection must be filed no later than **DEADLINE**.

A written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement of the specific grounds for the objection, as well as any documents supporting the objection and a description of whether the objection applies only to the Settlement Class Member, a subset of the Settlement Class, or the entire Settlement Class; (iv) the identity of any attorneys representing the objector (if any), as well as a description of the attorney's background and prior experience, the amount of anticipated fees and method of calculation, the attorney's hourly rate, and the number of hours spent working; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a description and/or copies of evidence that may be introduced at fairness hearing; (vii) a list of proceedings in which the Settlement Class Member and his/her attorney, if applicable, have submitted an objection during the past five years; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Written objections should be submitted to the Court at the address listed below:

New York County Supreme Court  
60 Centre Street,

New York, NY 10007

You must also mail the objection to the Settlement Administrator at the address listed below, postmarked no later than **DEADLINE**:

Columbia Data Incident Settlement Administrator  
c/o **ADMINISTRATOR**  
**ADDRESS**  
**CITY, STATE, ZIP**

### **What's the difference between objecting and excluding myself from the Settlement?**

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

### **THE COURT'S FINAL APPROVAL HEARING**

#### **When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on [**Insert Hearing Date**] at the Courthouse located at [**Insert Address or Videoconference Information**]. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Class Representatives.

The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, at **WEBSITE**, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

#### **Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.



**May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

**GETTING MORE INFORMATION****Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE** or by writing to Columbia Data Incident Settlement Administrator, c/o **ADMINISTRATOR, ADDRESS, CITY, STATE, ZIP**.

**How do I get more information?**

Go to the Settlement Website, at **WEBSITE**, call **PHONE**, email **EMAIL** or write to Columbia University Health Care Data Incident Settlement Administrator, c/o **ADMINISTRATOR, ADDRESS, CITY, STATE, ZIP**.

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**

# EXHIBIT C

**CLAIM FORM**

This Claim Form should be filled out online or submitted by mail if you are member of the Settlement Class ("Settlement Class Member") and received a notification from **Columbia University Health Care, Inc. ("Columbia")** that your personal information was or may have been impacted in the "Data Incident" that occurred between September 11, 2023 and March 7, 2024.

Settlement Class Members should complete this Claim form if they wish to claim two years of CyEx Medical Shield Complete medical monitoring, reimbursement for Compensation for Documented Losses and/or a Pro Rata Cash Payment. You may get a check if you fill out this Claim Form, if the settlement is approved, and if you are found to be eligible for a payment. The Settlement establishes a fund to compensate Settlement Class Members to provide credit monitoring services, for their out-of-pocket losses, and/or to provide Settlement Class Members with a pro rata cash payment, as well as for the costs of notice and administration, certain taxes, service award payments, and attorney fee awards and costs as awarded by the Court.

The settlement notice describes your legal rights and options. Please visit the official settlement administration website, **WEBSITE**, or call **PHONE** for more information.

If you wish to submit a claim for a settlement payment, you need to provide the information requested below. If submitting by mail, please print clearly in blue or black ink. The **DEADLINE** to submit this claim form online (or have it postmarked for mailing) is **DEADLINE**.

*Si necesita ayuda en español, comuníquese con el administrador al **PHONE**.*

**1. SETTLEMENT CLASS MEMBER INFORMATION (ALL INFORMATION IS REQUIRED):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Claim ID (found on postcard notice): \_\_\_\_\_

\*If you are unable to locate your Claim ID, contact the Settlement Administrator at: **XXXXXXXXX**

**2. PAYMENT ELIGIBILITY INFORMATION.**

Please review the notice and Section IV of the Settlement Agreement (available at **WEBSITE**) for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us figure out if you are entitled to a settlement payment.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

**Monitoring Services:**

\_\_\_\_\_ Check this box if you would like to claim 2-years of the CyEx Medical Shield Complete product, to monitor medical and healthcare data. The product includes one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assist, and victim assistance.

**Monetary Relief:** Settlement Class Members can choose submit a claim for reimbursement for documented expenses and/or a pro rata cash payment. Claimed reimbursements must be supported by documentary evidence.

**Reimbursement of Documented Losses**

\_\_\_\_\_ Check this box if you would like to claim reimbursement of up to \$10,000 in documented expenses.

Examples - unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your information; costs incurred on or after December 21, 2023 and no later than [CLAIMS DEADLINE DATE] associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; other miscellaneous expenses incurred such as notary, fax, postage, copying, mileage and long-distance telephone charges that were incurred on or after December 21, 2023 and no later than [CLAIMS DEADLINE DATE].

**Losses must be reasonably related and fairly traceable to the Data Incident or to mitigating the effects of the data incident. Supporting documentation and descriptions must be provided. Supporting documentation must not be “self-prepared,” such as handwritten receipts, and must demonstrate reasonable costs incurred and how the loss is fairly traceable to the Data Incident. You may mark out any transactions that are not relevant to your claim before sending in the documentation.**

Please describe below each cost incurred, including the date the cost was incurred, the amount of the cost, identify the documentation you are providing that supports each cost, and a brief description of the reason the costs were incurred.

Total amount for this category \$ \_\_\_\_\_ (maximum \$10,000)


**Pro Rata Cash Payment**

\_\_\_\_\_ Check this box if you would like to claim a pro rata cash payment in lieu of or in addition to reimbursement for Documented Losses. Pro Rata Cash Payments will be calculated by dividing the funds remaining in the Settlement Fund after payment of Settlement Administration Fees, Fee Award and Expenses, Service Awards, Credit / Medical Monitoring, and Documented Losses.

3. SIGN AND DATE YOUR CLAIM FORM.

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I acknowledge that, as of the Effective Date of the Settlement, pursuant to the terms set forth in the Settlement Agreement, and by operation of law and the Final Judgment, I shall be deemed to release and forever discharge and shall be forever enjoined from prosecuting any claims relating to the Data Incident and the Released Claims against Columbia and the Released Parties (as more fully defined in the Settlement Agreement and/or Final Judgment).

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Name\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

4. MAIL YOUR CLAIM FORM, OR SUBMIT YOUR CLAIM FORM ONLINE.

This claim form must be:

Postmarked by **CLAIMS DEADLINE** and mailed to: **ADDRESS**; OR

Submitted through the Settlement Website by midnight on **CLAIMS DEADLINE** at: **WEBSITE**.

<b>Summary report:</b> <b>Litera Compare for Word 11.2.0.54 Document comparison done on</b> <b>6/23/2025 2:18:57 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> 2025.06.17 - Columbia SA_Ex. C Claim Form - clean with min edits.docx	
<b>Modified filename:</b> 2025.06.23 - Columbia SA_Ex. C Claim Form - HL Edits.docx	
<b>Changes:</b>	
<u>Add</u>	7
<u>Delete</u>	7
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	14