

# **EXHIBIT 1**

**CASE NO. 23-CI-003349**

**JEFFERSON CIRCUIT COURT  
DIVISION TWO (2)  
JUDGE ANNIE O'CONNELL**

**ABBY BERTHOLD, CHARLOTTE  
D'SPAIN, LANISHA MALONE, and  
DELOISE SIMMSON, individually,  
on behalf of themselves, and all  
others similarly situated,**

**PLAINTIFFS**

**v.**

**NORTON HEALTHCARE, INC. and  
NORTON HOSPITALS, INC.**

**DEFENDANTS**

**CLASS ACTION SETTLEMENT AGREEMENT**

## I. KEY TERMS PAGE

<b>Court:</b>	Jefferson Circuit Court, Division Two, Judge Annie O'Connell
<b>Defendants:</b>	Norton Healthcare, Inc. and Norton Hospitals, Inc.
<b>Plaintiffs/Class Representatives:</b>	Abby Berthold, Charlotte D'Spain, Lanisha Malone, Alex Schachtner, and Deloise Simmson (with Defendants, the " <b>Parties</b> ")
<b>Class Counsel:</b>	J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and Lynn A. Toops of CohenMalad, LLP
<b>Defendants' Counsel:</b>	David P. Saunders of McDermott Will & Schulte LLP and Michael Abate of Kaplan Johnson Abate & Bird LLP
<b>Settlement Administrator:</b>	Kroll Settlement Administration LLC
<b>Data Incident:</b>	The data incident involving the potential exposure to unauthorized third parties of the confidential, personal information of Defendants' current and former patients and employees that occurred in May 2023.
<b>Settlement Class/Class:</b>	<p>All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.</p> <p>The Settlement Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (iii) Defendants' officers and directors, and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.</p>
<b>Settlement Class Member/Class Member:</b>	Each individual who is a member of the Settlement Class and who does not submit a valid and timely request to be excluded from the Settlement Class as provided in the Detailed Notice.

## I. KEY TERMS PAGE

<b>Settlement Payment:</b>	\$11,000,000.00 common fund, with no reversion to the Defendants
<b>Net Settlement Fund</b>	The amount remaining in the Settlement Fund after payment of the Costs of Notice and Administration and payment of all Court-approved Attorneys' Fees, Expenses, and Service Awards.
<b>Medical Monitoring Services Attributes/Medical Monitoring Services:</b>	3 years of CyEx's Medical Shield Pro medical account monitoring that Settlement Class Members will automatically be entitled to under Section 3.2.1
<b>Out-of-Pocket Losses Maximum Payment Amount:</b>	Up to \$2,500 per claimant
<b>Lost Time Payment Amount:</b>	\$20 per hour, up to 4 hours per claimant
<b>Cash Payment:</b>	<i>Pro rata</i> (formula at § 3.2.4) but no less than \$5 per claimant
<b>Settlement Class Benefits:</b>	The benefits each Settlement Class Member is eligible to receive under Section 3.
<b>Cy Pres Recipient:</b>	Legal Aid Society, Inc.
<b>Costs of Notice and Administration:</b>	The costs of making all notices under and administering the Agreement. To be paid from the Settlement Fund.
<b>Attorneys' Fees and Expenses:</b>	One-third of the Settlement Payment, to be paid from the Settlement Fund.  \$3,500, per Class Representative, to be paid from the Settlement Fund.
<b>Service Award:</b>	
<b>Final Approval/Final Approval Order:</b>	Means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval
<b>Preliminary Approval/Preliminary Approval Order:</b>	Means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

## II. SCHEDULE OF DATES AND DEADLINES

Unless otherwise ordered by the Court, or agreed to by the Parties in writing, the following dates and deadlines apply to this Class Action Settlement Agreement (the “**Agreement**” or the “**Settlement Agreement**”). All dates and deadlines will be calculated in conformity with Kentucky Rule of Court 6.01.

<i>Event</i>	<i>Date / Deadline</i>
<b>Date of Execution</b>	First date on which the Agreement has been signed by all Parties, as indicated on the signature page
<b>Deadline to Move for Preliminary Approval</b>	7 days after the Date of Execution
<b>Date of Preliminary Approval</b>	The day on which the Court enters the Preliminary Approval Order
<b>Deadline to Provide the Class List</b>	7 days after Preliminary Approval
<b>Deadline to Fund Costs of Notice and Administration</b>	30 days after Preliminary Approval and provision of W9 and banking information by Settlement Administrator
<b>Deadline to Fund the Remainder of the Settlement Fund</b>	Remaining balance of Settlement Fund less Costs of Notice and Administration to be funded 30 days after the Effective Date and confirmation by the Settlement Administrator of the banking information
<b>Deadline to Send Notice</b>	30 days after Preliminary Approval
<b>Deadline to File Motion for Fees, Expenses, and Service Awards</b>	15 days before Deadline to Object
<b>Deadline to Object</b>	60 days after Deadline to Send Notice
<b>Deadline to Opt-Out</b>	60 days after Deadline to Send Notice
<b>Deadline to Report Opt-Outs</b>	10 days after Deadline to Opt-Out
<b>Deadline to Terminate for Opt-Outs</b>	30 days after Deadline to Report Opt-Outs
<b>Deadline to File Motion for Final Approval</b>	No later than 14 days before the Date of the Final Approval Hearing
<b>Date of the Final Approval Hearing</b>	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval)

## II. SCHEDULE OF DATES AND DEADLINES

<b>Date of Final Approval</b>	The day on which the Court enters the Final Approval Order
<b>Effective Date</b>	The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.
<b>Deadline to Pay Fees and Expenses</b>	35 days after the Effective Date
<b>Deadline to Pay Service Awards</b>	35 days after Effective Date
<b>Deadline to Submit Claims</b>	90 days after Deadline to Send Notice
<b>Deadline to Process Claims</b>	45 days after Deadline to Submit Claims
<b>Deadline to Cure Claims</b>	21 days after mailing of a deficiency letter
<b>Deadline to Pay Valid Claims</b>	45 days after Effective Date
<b>Date Settlement Benefits Expire</b>	120 days after issuance of the benefit

### III. TERMS OF THE SETTLEMENT

#### 1. Recitals

In the summer of 2023, several actions were filed against Defendants relating to the Data Incident. Those actions were consolidated before the Court in *Abby Berthold, et al. v. Norton Healthcare, Inc., et al.*, Jefferson Circuit Court, Division Two (2), Case No. 23-CI-003349 (the “**Litigation**”). On November 21, 2023, a Second Amended Consolidated Complaint, the operative complaint, was filed, bringing claims for negligence, breach of implied contract, unjust enrichment, and intrusion upon seclusion/invasion of privacy. Defendants filed a motion to dismiss seeking to dismiss all of the claims on December 21, 2023. Plaintiffs filed a response on January 30, 2024. Defendants filed a reply in support of its motion to dismiss on February 20, 2024. The Court has not ruled on the motion to dismiss.

On October 21, 2025, the Parties participated in a mediation facilitated by well-respected mediator, Steven Jaffe, Esq. In advance of the mediation, Defendants provided certain informal discovery to Plaintiffs to inform the settlement negotiations. Ultimately, the case settled at the mediation, with the Parties agreeing to resolve the case on a global, class wide basis for a common fund in the amount of \$11,000,000.00.

The Parties thereafter negotiated the detailed terms of the Agreement.

#### 2. Incorporation of Key Terms, Schedule, Recitals, and Exhibits

This Agreement expressly incorporates the preceding Key Terms Page, Schedule of Dates and Deadlines, Recitals, and the following exhibits, all of which are integral parts of this Agreement:

Exhibit A – the “**Summary Notice**”

Exhibit B – the “**Detailed Notice**”

Exhibit C – the “**Claim Form**”

Exhibit D – the “**Preliminary Approval Order**”

Exhibit E – the “**Final Approval Order**”

### III. TERMS OF THE SETTLEMENT

#### 3. Benefits to Class Members

##### 3.1. Defendants to Pay Settlement Fund.

In exchange for the release of the Released Claims, Defendants shall establish the Settlement Fund of \$11,000,000.00, which shall be Defendants' entire liability and shall be used to fund pay all Costs of Notice and Administration, Settlement Class Member Benefits, including Plaintiffs' Attorneys Fees and Expenses, Service Awards and Costs of Notice and Administration.

No later than the Deadline to Fund the Remainder of the Settlement Fund, Defendants shall remit the remaining Settlement Payment balance (less the previously paid Costs of Notice and Administration) to the Settlement Administrator to be held in the Escrow Account as a common fund (the "**Settlement Fund**")

##### 3.2. Class Members to Be Paid from the Net Settlement Fund upon Submission of a Valid Claim.

The Net Settlement Fund, shall be used to provide the benefits listed in this section, which will be available, as applicable, to any **Class Member**. A Class Member may make a claim for any one or more of the benefits provided in this section.

A Class Member may claim these benefits by submitting a completed Claim Form, in the form of Exhibit C to this Agreement, to the Settlement Administrator that is postmarked no later than the Deadline to Submit Claims or by submitting such a request by that deadline through the Settlement Website (as defined in Section 6.3). All claims will be processed and validated as set forth in Section 4.

##### 3.2.1. Claims for Medical Monitoring Services.

"Class Members will automatically be entitled to Medical Monitoring Services, to be provided by CyEx.

Under the direction of the Settlement Administrator, CyEx shall make the Medical Monitoring Services available for all Class Members who make a valid claim for Medical Monitoring Services and will pay the costs of the Medical Monitoring Services from the Net Settlement Fund.

##### 3.2.2. Claims for Out-of-Pocket Losses.

"**Out-of-Pocket Losses**" means unreimbursed out-of-pocket expenses incurred by a Class Member that are fairly traceable (as determined by the Settlement Administrator) to the Data Incident, including but not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between May 9, 2023 and



### III. TERMS OF THE SETTLEMENT

the Deadline to Submit Claims; and (iii) actual fraud that occurred between May 9, 2023 and the Deadline to Submit Claims.

The Settlement Fund shall pay all valid claims for Out-of-Pocket Losses up to the per-claimant-limit of two thousand and five hundred dollars (\$2,500.00).

#### 3.2.3. Claims for Lost Time.

“**Lost Time**” means time spent by a Class Member relating to the Data Incident, including but not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

The Settlement Fund shall pay all valid claims for Lost Time up to the per claimant limit of \$20 per hour, up to 4 hours per claimant.

#### 3.2.4. Claims for a Cash Payment.

“**Cash Payment Fund**” means the Net Settlement Fund less all amounts to be paid for valid claims for Medical Monitoring Services, Out-of-Pocket Losses, and Lost Time. The Cash Payment Fund will be used to pay all Cash Payments.

“**Cash Payment**” means a cash payment to be made to all Settlement Class Members who submit valid claims whether or not the Class Member also submits a claim for Medical Monitoring Services, Out-of-Pocket Losses, or Lost Time. Any Settlement Class Member who submits a valid claim will be entitled to the Cash Payment by default regardless of whether they select other benefits.

The Settlement Fund shall be used to pay all valid claims for a Cash Payment on a *pro rata* basis per claim by dividing the Cash Payment Fund by the number of Class Members who submitted valid claims. If a Class Member submits a claim for Medical Monitoring Services, Out-of-Pocket Losses, or Lost Time, the Class Member will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim. If the amount due for Cash Payments is less than the minimum amount listed on the Key Terms Page, then each of the payments for valid claims for Out-of-Pocket Losses and Lost Time will be reduced *pro rata* (for example, by 5%) until the amount due for Cash Payments equals \$5.00 per claimant.

#### 3.2.5. *Cy Pres*.

After the Date Settlement Benefits Expire, if there remain monies in the Net Settlement Fund, those monies shall not revert to Defendants but will, after deduction of any final costs of administration, be paid to the Cy Pres Recipient.

### III. TERMS OF THE SETTLEMENT

#### 4. Claims Processing and Provision of Settlement Benefits

##### 4.1. Settlement Administrator's Discretion in Processing Claims.

The Settlement Administrator shall be responsible for administering all aspects of the Agreement, including collecting and processing all Claim Forms, whether submitted by mail or through the Settlement Website. The Settlement Administrator may consult with Class Counsel in making determinations as to any claim, but the Settlement Administrator has the sole discretion to determine, in good faith and under the terms of the Agreement, whether any Claim is timely, whether any Claim is complete or deficient, and whether any Claim is valid, including whether documentation is sufficient to support any claim for Out-of-Pocket Losses. If the Settlement Administrator identifies a deficiency in the information provided for any claim, the Settlement Administrator must follow the procedures in Section 4.3 to allow the Class Member a chance to cure the deficiency.

##### 4.2. Settlement Administrator's Duties:

The Settlement Administrator's duties include the following:

- a) Complete the Court-approved notice program by mailing the Settlement Class the Summary Notice and sending out Detailed Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, and notifying Class Members of deficient Claim Forms;
- b) Establish and maintain the Escrow Account approved by the Parties as defined and detailed in Sections 4.3 and 4.4;
- c) Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members (the "**Post Office Box**");
- d) Establish and maintain a URL agreed to by Class Counsel and Defendants' Counsel (the "**Settlement Website**") and post the Detailed Notice and the Claim Form to the Settlement Website, along with any other case documents requested to be posted by Class Counsel and Defendants' Counsel;
- e) Establish and maintain an email address at which Class Members may contact the Settlement Administrator;
- f) Establish and maintain a toll-free telephone line with an option to speak to a live agent for Settlement Class Members to call with Settlement-related inquiries—including to assist Class Members in finding their Class Member IDs—and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Settlement Class Members;

### **III. TERMS OF THE SETTLEMENT**

- g) Respond to any mailed or emailed Settlement Class Member inquiries;
- h) Process all opt-out requests from Settlement Class Members;
- i) Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of claims submitted, claims approved and rejected, notices of deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- j) In advance of the Final Approval hearing, prepare a declaration confirming that the notice program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the notice program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval—including providing such declaration one week before Class Counsel's deadline to file the motion for Final Approval;
- k) Distribute Settlement Class Member Benefits to participating Settlement Class Members from the Settlement Fund;
- l) Send Medical Monitoring Services redemption codes to all participating Settlement Class Members who submit valid claims electing Medical Monitoring Services;
- m) Pay Costs of Notice and Administration out of the Settlement Fund following approval by Class Counsel and Defendants' Counsel;
- n) Pay Court-approved Attorneys' Fees and Expenses, and Service Awards out of the Settlement Fund; and
- o) Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed to participating Settlement Class Members.

### III. TERMS OF THE SETTLEMENT

#### 4.3. Costs of Notice and Administration

- 4.4. All Costs of Notice and Administration including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, from the Settlement Fund. No later than the Deadline to Fund Costs of Notice and Administration, Defendants must pay the Costs of Notice and Administration through the anticipated date of Final Approval, as estimated by the Settlement Administrator, into an interest-bearing escrow account (the “**Escrow Account**”) established and administered by the Settlement Administrator at a financial institution agreed upon by the Settlement Administrator, Defendants and Class Counsel. All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. The Settlement Administrator shall provide wiring instructions and a properly completed IRS Form W-9, along with other necessary forms and information, to Defendants’ Counsel within two days of entry of the Preliminary Approval Order.

#### 4.5. Management of the Settlement Fund

The Settlement Fund will be *in custodia legis* of the Court and will remain subject to the Court’s jurisdiction until distributed. The Settlement Fund must be used only to make payments pursuant to the Agreement or otherwise ordered by the Court. The Settlement Fund shall be held in a qualified settlement fund within the meaning of United States Treasury Reg. § 1.468B-1.

All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants’ Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account by the Settlement Administrator. Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes associated with the Settlement Fund or the Escrow Account.

The Escrow Account shall indemnify and hold Defendants, Defendants’ Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification). Each Plaintiff and participating Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her related to the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. For tax purposes, payments made pursuant to this Settlement Agreement to Participating Settlement Class Members who are current or former employees of the Defendant shall be allocated as non-wage

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compensation. Under no circumstances shall Defendants' payment obligations under this Agreement exceed the Settlement Payment.

As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (1) Costs of Notice and Administration; (2) Attorneys' Fees and Expenses and Service Awards as approved by the Court; (3) Settlement Class Benefits;; and (5) transfer of any remainder funds to the designated *Cy Pres* Recipient. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by the Settlement Agreement or approved by the Court. Responsibility for effectuating payments described in this Paragraph rest solely with the Settlement Administrator and neither Defendants nor Defendants' counsel shall have any responsibility with respect to effectuating such payments.

#### 4.6. Determining the Validity of Claims.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the "**Basic Claim Requirements**"): (i) the claim must be submitted by a Class Member or the Class Member's authorized legal representative; (ii) the information required to process the claim on the Claim Form must have been completed; and (iii) the original claim must have been submitted on or before the Deadline to Submit Claims.

A claim for Medical Monitoring Services, a Cash Payment, or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

No later than the Deadline to Process Claims, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

#### 4.7. Processing Deficient Claims and Opportunity to Cure.

If the Settlement Administrator determines that any Claim Form that has been submitted is deficient or that additional documentation or information is necessary to determine the validity of the claim, the Settlement Administrator shall promptly provide the person submitting the Claim Form with notice of the deficiency and request that the person provide the information or documentation necessary to process the Claim Form and to determine the validity of the claim. Failure of the person to provide the requested information by the Deadline to Cure Claims may result in denial of the claim, or part of it, by the Settlement Administrator.

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#### 4.8. Payment of Valid Claims.

No later than the Deadline to Pay Valid Claims, the Settlement Administrator must calculate and pay the valid claims (by check or electronic payment) and provide the Medical Monitoring Services, which sums shall be paid from the Net Settlement Fund.

In computing payment amounts for Cash Payments, the Settlement Administrator has authority to round payments to the nearest cent. If the total of all payments to be made exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall reduce the payments for Lost Time and Out-of-Pocket expenses as provided for in Section 3.2.4.

#### 5. Releases

Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Class Representatives and the Class Members, and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities (“**Releasing Parties**”), shall be deemed to have, and by operation of the Final Approval Order shall have, released and forever discharged Defendants, and all of their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, subrogees and assigns of any of the foregoing (the “**Releasees**”) from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief, past and future, arising out of or in any way related to the Data Incident, including the claims asserted or which could have been asserted in the Litigation (the “**Released Claims**”).

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

The Released Claims expressly include any claim that any Class Member does not know or suspect to exist in their favor at the time of the release of the Releasees that, if known by him or her, might have affected their settlement with, and release of, the Releasees, or might have affected his or her decision not to object and/or participate in this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Class Members, including Plaintiffs, expressly shall have and/or shall be deemed to have, and by operation of the Final Approval Order shall have, waived the provisions, rights, and

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benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by the law of any state, province, or territory of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

6. Upon the Effective Date: (a) this Agreement shall be the exclusive remedy for any and all Released Claims of Class Representatives and Class Members; and (b) Class Representatives and Class Members stipulate to be and shall be permanently barred and enjoined by the Court order from initiating, asserting, or prosecuting any Released Claim against the Releasees, whether on behalf of Class Representatives, any Class Member, or others, in any jurisdiction. Process for Court Approval of Settlement.

This Agreement is contingent on the Parties obtaining Court approval of the Agreement.

#### **6.1. Preliminary Approval.**

No later than the Deadline to Move for Preliminary Approval, the Class Representatives must move the Court to enter the Preliminary Approval Order. Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Litigation in such event.

#### **6.2. Preparation of the Class List.**

No later than the Deadline to Provide the Class List, Defendants must provide the Settlement Administrator with reasonably available information to be used by the Settlement Administrator to mail each member of the Settlement Class the Summary Notice (the “**Class List**”). Before sending notice, the Settlement Administrator must update the addresses provided using the United States Postal Service’s National Change of Address service.

### **III. TERMS OF THE SETTLEMENT**

#### **6.3. Notice to Members of the Settlement Class.**

No later than the Deadline to Send Notice, the Settlement Administrator must do all the following:

- (a) Establish the Settlement Website in accordance with the requirements detailed in Section 4.2(d).
- (b) Establish a toll-free number and an e-mail address at which Class Members may obtain information or contact the Settlement Administrator in accordance with Sections 4.2(e) and 4.2(f).
- (c) Mail the Summary Notice by United States mail to all persons on the Class List.

If any mailed Summary Notice is returned as undeliverable with a forwarding address, then the Settlement Administrator must promptly cause the Summary Notice to be forwarded by mail to the listed forwarding address. If any mailed Summary Notice is returned as undeliverable without a forwarding address, then the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the Summary Notice to the address obtained from the search, if any.

#### **6.4. Right of Members of the Settlement Class to Opt-Out.**

Any Settlement Class Member may choose to be excluded from the Settlement Class by complying with the requirements to opt-out set forth in the Summary Notice (Exhibit A) and Detailed Notice (Exhibit B) no later than the Deadline to Opt-Out, which is sixty (60) days following the Deadline to Send Notice. Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office Box established by the Settlement Administrator in the manner provided in the notices. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. Any person who submits a valid and timely request to opt-out will be excluded from the Agreement, will not receive the benefits of the Agreement, and will not be bound by any of its terms, including the Releases set forth in Paragraph 5 of the Agreement. Any member of the Settlement Class who does not submit a valid and timely opt-out will be bound by the Agreement. No later than the Deadline to Report Opt-Outs, the Settlement Administrator must report all opt-outs it has received to Class Counsel and counsel for Defendants.



### **III. TERMS OF THE SETTLEMENT**

#### **6.5. Right of Class Members to Object.**

Any Class Member may object to the Agreement by complying with the requirements to submit an objection set forth in the Detailed Notice no later than the Deadline to Object, which is sixty (60) days following the Deadline to Send Notice. 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; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval hearing; (vi) a statement identifying all class action settlements in which the objecting Settlement Class Member (and his or her attorney) has made an objection in the previous 5 years; (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (viii) documentary evidence identifying the individual as a member of the Settlement Class (e.g., a Data Incident notice letter). All objections must be (1) sent to the designated Post Office Box established by the Settlement Administrator, (2) served upon Class Counsel and Defendant's counsel, and (3) submitted to the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights they may have to appear separately and/or to object to the Agreement and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in this Agreement shall be the exclusive means for any challenge to the Agreement.

#### **6.6. Final Approval.**

At the Final Approval hearing, the Class Representatives must move the Court to enter the Final Approval Order in the form of Exhibit E.

#### **6.7. Effective Date.**

The Agreement will become effective and binding on the Effective Date.

### **7. Attorneys' Fees and Expenses, and Service Awards**

No later than the Deadline to File Motion for Fees, Expenses, and Service Awards, Class Counsel shall file a motion with the Court for consideration at the Final Approval hearing seeking to be paid attorneys' fees of up to the Attorneys' Fees Amount listed on the Key Terms Page, plus expenses, plus service awards of up to the Service Award Amount listed on the Key Terms Page. Defendants agree to take no position on requests that are no greater than these amounts.

This Settlement is not contingent on the Court's granting of Plaintiffs' Motion for Fees, Expenses, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement

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shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the Attorneys' Fees and Expenses and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

No later than the Deadline to Pay Fees and Expenses, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for Attorneys' Fees and Expenses from the Settlement Fund.

No later than the Deadline to Pay Service Awards, the Settlement Administrator must pay Class Counsel the amounts awarded by the Court for service awards from the Settlement Fund, and Class Counsel must promptly forward the payment to the recipients awarded by the Court.

#### **8. No Admission of Liability**

Defendants are entering into this Agreement solely to compromise and settle the Litigation and to avoid the expense and uncertainty of continued litigation. This Agreement and any documents related to it shall not be construed as any admission of liability or any type of wrongdoing or misconduct or of any fact whatsoever. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Litigation. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Litigation.

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

Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement (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 the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Releasees; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Releasees, in the Litigation or in any proceeding in any court, administrative agency, or other tribunal.

### **III. TERMS OF THE SETTLEMENT**

#### **9. Confidentiality**

To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all Settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. This paragraph shall not be construed to limit or impede the notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel from notifying or explaining that the Litigation has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to their employees, customers, attorneys, members, partners, insurers, auditors, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement. Class Counsel may also list the general terms of this Settlement on their websites and as a comparable Settlement in leadership applications and in settlement negotiations in similar cases.

#### **10. Non-Disparagement**

The Parties and Class Counsel agree not to make any statements, written or verbal, or to cause or encourage any other person to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties and their respective counsel concerning all Released Claims, as well as the Litigation, this Settlement, and any discussions, interactions, or negotiations of the Agreement.

#### **11. Termination of Agreement**

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

- a. Court approval of the Agreement including the Settlement Payment as consideration for the Agreement and the Releases set forth in Section 5 of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken (if any objectors exist who would have standing to appeal) from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

### III. TERMS OF THE SETTLEMENT

If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the settlement to which the Parties do not consent except for modifications concerning Attorneys' Fees and Expenses and Service Awards, then this Agreement shall be cancelled and terminated.

Defendants shall have the option to terminate this Agreement if more than 150 members opt-out of the Settlement Class. Defendants shall notify Class Counsel in writing and the Court of its intent to terminate this Agreement pursuant to this paragraph within 30 days after the Deadline to Opt-Out, or the option to terminate shall be considered waived.

If this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Litigation as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Litigation and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Litigation or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In addition, in the event of such a termination, all of the Parties' respective pre-Agreement rights, claims, and defenses will be retained and preserved, and Defendants shall be entitled to object to certification of any class in this lawsuit.

If this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from the Class Representatives, Class Counsel, or the Settlement Administrator the Costs of Notice and Administration paid to that point. After payment of any Costs of Notice and Administration that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 21 days of termination of the Agreement.

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

#### **12. Additional Terms**

##### **12.1. Agreement to Effectuate This Settlement**

The Class Representatives, Class Counsel, Defendants, and Defendants' Counsel agree to undertake their best efforts to effectuate this Agreement, including:

### **III. TERMS OF THE SETTLEMENT**

(i) all steps that may be appropriate or necessary to secure the Court's Preliminary and Final Approvals and entry of the Preliminary Approval Order and the Final Approval Order; and (ii) all steps that may be appropriate or necessary to oppose any challenges to or appeals from the Court's orders approving this Agreement.

#### **12.2. Modification and Amendment**

This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

#### **12.3. No Waiver**

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

#### **12.4. 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 on whose behalf he or she signs this Agreement to all the terms and provisions of this Agreement.

#### **12.5. Integration Clause**

This Agreement, including all exhibits to it, constitute the entire agreement between the Parties and can be modified only in writing. This Agreement, including all exhibits to it, constitute the entire agreement between the Parties, and supersede any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter of this Agreement. The Agreement is an integrated agreement, and no promise, inducement, or agreement separate from this Agreement has been made to the Parties. Any exhibits to this Agreement are a material part of the settlement and are incorporated and made a part of the Agreement. The terms of this Agreement, including all exhibits to it, are binding upon and inure to the benefit of each of the Parties and their respective successors, heirs, and assigns.

#### **12.6. Execution in Counterparts and by Electronic Signature**

This Agreement may be executed in counterparts, and each counterpart, when executed, shall be deemed to be an original. Parties may sign by electronic signature, such as DocuSign.

#### **12.7. No Construction Against the Drafter**

Each Party has participated in negotiating and drafting this Agreement through counsel, so if an ambiguity or question of intent or interpretation arises, this

### **III. TERMS OF THE SETTLEMENT**

Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party. Further, each Party represents that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

#### **12.8. Binding Effect**

This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Releasees.

#### **12.9. Gender and Plurals**

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

#### **12.10. Cooperation of the Parties**

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

#### **12.11. 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 notify each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

#### **12.12. Severability**

Should any part, term or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

#### **12.13. No Conflict Intended**

Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

#### **12.14. Receipt of Advice of Counsel**

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this

### **III. TERMS OF THE SETTLEMENT**

Agreement and the Releases, and the legal effects of this Agreement the Releases, and fully understands the effect of this Agreement and the Releases.

#### **12.15. Choice of Law, Forum, and Stipulation to Jurisdiction**

This Agreement, including all exhibits to it, shall be governed by the laws of the Commonwealth of Kentucky, in which the Court is located, and the Parties to this Agreement stipulate that the Court has personal jurisdiction over them for purposes of administering, interpreting, and enforcing this agreement. All proceedings relating to the administration, interpretation, and enforcement of this Agreement and related documents must be brought in the Court.

#### **12.16. 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 Parties do not sign the same counterparts.

#### **12.17. Notices**

All notices provided for herein shall be sent by email, as follows:

If to Plaintiffs or Class Counsel:

J. Gerard Stranch, IV  
Grayson Wells  
Stranch, Jennings & Garvey, PLLC  
The Freedom Center  
223 Rosa L. Parks Avenue, Suite 200  
Nashville, TN 37203  
gstranch@stranchlaw.com  
gwells@stranchlaw.com

If to Defendants or Defendants' Counsel:

David Saunders  
McDermott Will & Schulte LLP  
444 West Lake Street, Suite 4000  
Chicago, IL 60606  
dsaunders@mwe.com

[Remainder of this page intentionally left blank]

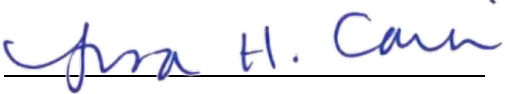
### III. TERMS OF THE SETTLEMENT

#### Signatures

Each Party is signing as of the date indicated next to that Party's signature.

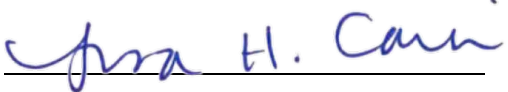
Dated: 12/09/2025

**NORTON HEALTHCARE,  
INC.**

By: 

Dated: 12/09/2025

**NORTON HOSPITALS, INC.**

By: 

Dated: 12/19/2025

**Counsel for Defendants**

By: 

David Saunders  
McDermott Will & Schulte LLP



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**Class Representatives**

Dated: 12 / 10 / 2025



Abby Berthold

Dated: \_\_\_\_\_

Charlotte D'Spain

Dated: \_\_\_\_\_

Lanisha Malone

Dated: \_\_\_\_\_

Alex Schachtner

Dated: \_\_\_\_\_

Deloise Simmson

**Class Counsel**

Dated: \_\_\_\_\_

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

Lynn A. Toops  
CohenMalad, LLP

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

J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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**Class Representatives**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abby Berthold

Dated: 12/19/25

  
Charlotte D'Spain

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lanisha Malone

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alex Schachtner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deloise Simmson

**Class Counsel**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn A. Toops  
CohenMalad, LLP

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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### Class Representatives

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abby Berthold

Dated: \_\_\_\_\_

\_\_\_\_\_  
Charlotte D'Spain

Dated: 12/18/2025  
\_\_\_\_\_

\_\_\_\_\_  
*Lanisha Malone*

Lanisha Malone (Dec 18, 2025 10:03:12 EST)

\_\_\_\_\_  
Lanisha Malone

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alex Schachtner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Deloise Simmson

### Class Counsel

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn A. Toops  
CohenMalad, LLP

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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**Class Representatives**

Dated:\_\_\_\_\_

\_\_\_\_\_  
Abby Berthold

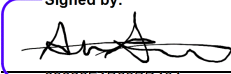
Dated:\_\_\_\_\_

\_\_\_\_\_  
Charlotte D'Spain

Dated:\_\_\_\_\_

\_\_\_\_\_  
Lanisha Malone

Dated:12/10/2025 | 2:27 PM CST

Signed by:  
  
83826E1B63BD4D4...  
\_\_\_\_\_  
Alex Schachtner

Dated:\_\_\_\_\_

\_\_\_\_\_  
Deloise Simmson

**Class Counsel**

Dated:\_\_\_\_\_

By: \_\_\_\_\_  
Lynn A. Toops  
CohenMalad, LLP

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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**Class Representatives**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Abby Berthold

Dated: \_\_\_\_\_

\_\_\_\_\_  
Charlotte D'Spain

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lanisha Malone

Dated: \_\_\_\_\_

\_\_\_\_\_  
Alex Schachtner

Dated: \_\_\_\_\_  
Dec 10, 2025

~~Deloise Simmson~~  
Deloise Simmson (Dec 10, 2025 14:57:26 EST)  
\_\_\_\_\_  
Deloise Simmson

**Class Counsel**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Lynn A. Toops  
CohenMalad, LLP

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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**Class Representatives**

Dated:\_\_\_\_\_

\_\_\_\_\_  
Abby Berthold

Dated:\_\_\_\_\_

\_\_\_\_\_  
Charlotte D'Spain

Dated:\_\_\_\_\_

\_\_\_\_\_  
Lanisha Malone

Dated:\_\_\_\_\_

\_\_\_\_\_  
Alex Schachtner

Dated:\_\_\_\_\_

\_\_\_\_\_  
Deloise Simmson

**Class Counsel**

Dated: 12/18/2025

By: *Lynn Toops*  
Lynn A. Toops  
CohenMalad, LLP

By: \_\_\_\_\_  
J. Gerard Stranch, IV  
Stranch, Jennings & Garvey,  
PLLC

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# **EXHIBIT A**

*Berthold, et al. v. Norton Healthcare, Inc.*  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

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

**ELECTRONIC SERVICE REQUESTED**

NOTICE OF CLASS ACTION  
SETTLEMENT

**If you received this  
Notice, you have been  
identified as someone  
who may be eligible for  
benefits from a class  
action settlement  
regarding a data  
incident.**

www.[website].com

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

**Postal Service: Please do not mark or cover**

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

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

<<Country>>



A Settlement has been reached with Norton Healthcare, Inc. and Norton Hospitals, Inc. (the “Defendants”, in a class action lawsuit regarding a data incident that occurred on or around May 9, 2023 and resulted in the potential exposure of the confidential, personal information of Defendants’ current and former patients and employees, (the “Data Incident”). Defendants deny all the Plaintiffs’ claims and maintain that they did not do anything wrong.

**Am I included?** You are receiving this Notice because Defendants’ records indicate you are included in the Settlement Class. The Settlement Class consists of all individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List provided by the Defendants.

**What does the Settlement provide?** If approved by the Court, Defendants will pay \$11,000,000 into a Settlement Fund to resolve the Settlement. Settlement Class Members may elect to receive three years of CyEx Medical Shield Pro Medical Monitoring Services, Reimbursement of up to \$2,500 for unreimbursed Out-of-Pocket Losses, \$20 per hour for up to four hours of Lost Time, and a Cash Payment of no less than \$5.

**How do I get the Settlement Class Member Benefits?** You must file a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 pm **T**, or use the Claim Form attached to this notice or print a Claim Form from the Settlement Website and mail it to the address on the form postmarked by **Month XX, 202X**.

**What are my other options?** If you do nothing, you will not receive any Settlement Class Member Benefits, you will remain a member of the Settlement Class and you will give up your rights to sue the Defendants for the claims resolved by this Settlement. If you do not want any Settlement Class Member Benefits, but you want to keep your right to sue the Defendants for the claims resolved by this Settlement you must opt-out of the Settlement. If you do not opt-out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 202X**.

**The Court’s Final Approval Hearing.** The Court will hold a hearing on **Month XX, 202X at <<time>> ET** to decide whether to approve the Settlement, Attorney Fees and Expenses of up to one-third of the Settlement, or \$3,666,666.67, , and \$3,500 Service Award payments to each Class Representative. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit valid claims. You or your lawyer may attend the hearing at your own expense.

**Want more information?** Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and how to act on your rights and options. You may also call **(xxx) xxx-xxxx** for more information.

Postage  
Prepaid

*Berthold, et al. v. Norton Healthcare, Inc., et al.*  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

### **CLAIM FORM**

Claims must be postmarked no later than **Month xx, 202x.**

You **MUST** submit a claim form online to receive your payment electronically.

You **MUST** submit a claim form online or use the full claim form on the website to make a claim for reimbursement of out-of-pocket losses.

Circle the word “Yes” next to each benefit you are claiming.

**Medical Monitoring:** I want to receive three years of CyEx’s Medical Shield Pro.

**Yes**

**Out-of-Pocket Losses:** I want to receive reimbursement for out-of-pocket losses fairly traceable to the Data Incident, up to \$2,500 (You must include sufficient documentation) (enter amount)

**Yes** \$ \_\_\_\_\_

**Lost Time (must enter #):** I want to receive \$20 per hour for a maximum of 4 hours.

**Yes** \_\_\_\_\_ #hrs

**Cash Payment:** I want a minimum payment of \$5.

**Yes**

By signing below, I swear and affirm under the laws of my State that the information I have supplied in this claim form is true and correct to the best of my recollection.

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

# **EXHIBIT B**

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jefferson Circuit Court, Division Two  
*Abby Berthold, et al. v. Norton Healthcare, Inc., et al.*, Case No. 23-CI-003349

**Were you notified that your confidential, personal information may have been exposed in a Data Incident that Norton Healthcare, Inc. and Norton Hospitals, Inc. experienced on or around May 9, 2023? A proposed class action settlement may affect your rights.**

*A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Norton Healthcare, Inc. and Norton Hospitals, Inc. (the “Defendants”) in a class action lawsuit regarding a data incident that occurred on or around May 9, 2023 and resulted in the potential exposure of the confidential, personal information of Defendants’ current and former patients and employees (the “Data Incident”).
- You are included in this Settlement as a Settlement Class Member if you received a letter from the Defendants notifying you that your personal information may have been compromised in the Data Incident.
- As a Settlement Class Member, your rights are affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to receive cash and other benefits from this Settlement is by submitting a timely and valid claim.  You can submit your Claim Form online at <a href="http://www.[website].com">www.[website].com</a> or mail it to the Settlement Administrator. You may also call the Settlement Administrator to receive a paper copy of the Claim Form.	<b>Month, __, 202X</b>
<b>OPT-OUT OF THE SETTLEMENT</b>	You can choose to opt-out of the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt-out, you will not be able to receive any benefits and you will be bound by the terms of the Settlement Agreement.	<b>Month, __, 202X</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim for Settlement Class Member Benefits.	<b>Month, __, 202X</b>
<b>DO NOTHING</b>	If you do nothing, you will not receive any benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	<b>No Deadline</b>

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of this lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Abby Berthold, et al. v. Norton Healthcare, Inc., et al.*, Case No. 23-CI-003349 and is pending before Judge Annie O’Connell in the Jefferson Circuit Court, Division Two. The people who filed this lawsuit are called the Plaintiffs and the companies they sued, Norton Healthcare, Inc. and Norton Hospitals, Inc., are called the Defendants.

### **2. What is this lawsuit about?**

This lawsuit alleges negligence, breach of implied contract, unjust enrichment, and intrusion upon seclusion/invasion of privacy.

Defendants deny all of the Plaintiffs’ claims and maintain that they did not do anything wrong.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or “Plaintiffs.” Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Abby Berthold, Charlotte D’Spain, Lanisha Malone, Deloise Simmson, and Alex Schachtner.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or Defendants. The Defendants deny all claims and contend that they have not violated any laws. Plaintiffs and the Defendants agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a payment and other benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members, think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

### **5. Who is included in the Settlement?**

The Settlement Class consists of all individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List provided by the Defendants.

### **6. Are there exceptions to being included in the Settlement?**

Yes, the Settlement Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court’s staff assigned to this case); (iii) Defendants’ officers and directors, and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

## THE SETTLEMENT CLASS MEMBER BENEFITS

### 7. What can I get from this Settlement?

If approved by the Court, Defendants will pay \$11,000,000 into a Settlement Fund to resolve the Settlement.

Settlement Class Members may elect to receive one or more of the following benefits:

- (1) **Medical Monitoring Services:** three (3) years of CyEx's Medical Shield Pro medical account monitoring;
- (2) **Out-of-Pocket Losses:** Reimbursement of up to \$2,500 in unreimbursed out-of-pocket expenses that are fairly traceable to the Data Incident;
- (3) **Lost Time:** \$20 per hour, up to four (4) hours of time spent by the Settlement Class Member relating to the Data Incident; and
- (4) **Cash Payment:** A payment of no less than \$5, subject to a *pro rata* (proportional) adjustment depending upon the number of valid claims received.

### 8. Tell me more about Claims for Out-of-Pocket Losses.

Settlement Class Members may submit a Claim for an out-of-pocket loss payment of up to \$2,500 if they can show unreimbursed out-of-pocket expenses that are fairly traceable to the Data Incident. These include but are not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between May 9, 2023 and [Deadline to Submit Claims]; and (iii) actual fraud that occurred between May 9, 2023 and [Deadline to Submit Claims].

### 9. Tell me more about Claims for Lost Time.

Settlement Class Members may submit a Claim for \$20 per hour, up to four (4) hours of time spent for time spent relating to the Data Incident. This includes, but is not limited to, time spent acquiring credit freezes, remedying actual fraud, monitoring statements, etc.

### 10. Tell me more about Claims for a Cash Payment.

After deducting the Costs of Notice and Administration and payment of all Court-approved Attorneys' Fees and Expenses, and Service Awards, as well as all amounts needed to pay for valid claims for Medical Monitoring Services, Out-of-Pocket Losses, and Lost Time, the balance of the Settlement Fund or "Cash Payment Fund" will be used to make payments to Settlement Class Members.

Cash Payments will be made on a *pro rata* basis per claim by dividing the Cash Payment Fund by the number of valid claimants. If a Settlement Class Member submits a claim for Medical Monitoring Services, Out-of-Pocket Losses, or Lost Time, the Settlement Class Member will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim. If the amount due for Cash Payments is less than \$5.00, then each of the payments for valid claims for Out-of-Pocket Losses and Lost Time will be reduced *pro rata* (for example, by 5%) until the amount due for Cash Payments equals \$5.00 per claimant.



### **11. What claims am I releasing if I stay in the Settlement Class?**

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

### **HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM**

### **12. How do I submit a Claim Form and get Settlement Class Member Benefits?**

You must submit a Claim Form by **MM/DD/YYYY**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. **T**, or mailed postmarked by **MM/DD/YYYY** to the Settlement Administrator at *Berthold, et al. v. Norton Healthcare, Inc., et al.*, c/o Kroll Settlement Administration LLC, P.O. Box **XXXX**, New York, NY 10150-**XXXX**.

### **13. When will I get my Settlement Class Member Benefits?**

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 .m. T**, to decide whether to approve the Settlement, how much Attorneys’ Fees and Expenses to award Class Counsel for representing the Settlement Class, and Service Award payments to the Class Representative who brought this lawsuit on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

### **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

Yes, the Court appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and Lynn A. Toops of CohenMalad, LLP, to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund, (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

### **15. Should I get my own lawyer?**

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **16. How will the lawyers be paid?**

Class Counsel will ask the Court to approve Attorneys’ Fees and Expenses up to one-third of the Settlement Fund (\$3,666,666.67), and \$3,500 Service Award payments to each of the Class Representatives. If approved, these amounts will be paid from the \$11,000,000 Settlement Fund before making payments to Settlement Class Members who submit valid claims.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendants about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The Deadline to Opt-Out to submit a request for exclusion from the Settlement is **Month XX, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- Your full name and current address;
- The name of the proceedings (*Abby Berthold, et al. v. Norton Healthcare, Inc., et al.*);
- A statement indicating that you want to opt-out of the Settlement Class, such as “Request for Exclusion”; and
- Your personal signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

*Berthold, et al. v. Norton Healthcare, Inc.*  
c/o Kroll Settlement Administration LLC  
ATTN: Exclusion Request  
PO Box **XXXX**  
New York, NY 10150-**XXXX**

## **OBJECTING TO THE SETTLEMENT**

### **18. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request for Attorneys’ Fees and Expenses, or Service Award payments, the Releases provided to the Defendants, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

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

- a. the name of the proceedings (*Abby Berthold, et al. v. Norton Healthcare, Inc., et al.*);
- b. your full name, current mailing address, and telephone number;
- c. a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- d. the identity of any attorneys representing you;
- e. a statement regarding whether you (or your attorney) intends to appear at the Final Approval Hearing;
- f. a statement identifying all class action settlements in which you (and your attorney) have made an objection in the previous five (5) years;
- g. documentary evidence identifying you as a member of the Settlement Class (e.g., a Data Incident notice letter);
- h. your signature (an attorney’s signature is not sufficient).

Objections must be filed with the Court no later than **Month XX, 202X**.

Jefferson Circuit Court, Division Two  
700 W. Jefferson Street  
Louisville, KY 40202

A copy of your objection also must be mailed to Class Counsel, Defendants' Counsel and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 202X**.

CLASS COUNSEL	DEFENSE COUNSEL	SETTLEMENT ADMINISTRATOR
J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC 223 Rosa L Parks Ave, Nashville, TN 37203 -and- Lynn A. Toops CohenMalad, LLP 1 Indiana Avenue Indianapolis, IN 46204	David P. Saunders McDermott Will & Schulte LLP 444 West Lake Street Suite 4000 Chicago, IL 60606	<i>Berthold, et al. v. Norton Healthcare, Inc.</i> c/o Kroll Settlement Administration LLC PO Box XXXX New York, NY 10150-XXXX

**19. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt-out of the Settlement, you cannot object to it because the Settlement no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When is the Court's Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 .m. T**, at the Jefferson Circuit Court, Division Two, 700 W. Jefferson Street, Louisville, Kentucky 40202, to decide whether to approve the Settlement, how much Attorneys' Fees and Expenses to award to Class Counsel for representing the Settlement Class, and whether to award Service Awards to the Class Representatives who brought this lawsuit on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

**21. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**IF YOU DO NOTHING**

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

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and not be eligible to receive any Settlement Class Member Benefits.

## **GETTING MORE INFORMATION**

### **23. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone, or by mail:

Toll-Free: (XXX) XXX-XXXX

Mail: *Berthold, et al. v. Norton Healthcare, Inc.*, c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX.

**PLEASE DO NOT CONTACT THE COURT OR THE DEFENDANTS.**

# **EXHIBIT C**

\*####00000000\*  
#### 0 0 0 0 0 0 0

Your Claim must  
be submitted online  
or postmarked by:  
**Month xx, 202x**

## CLAIM FORM

*Berthold, et al. v. Norton Healthcare, Inc., et al.*  
Case No. 23-CI-003349  
Jefferson Circuit Court, Division Two

## GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member whose personal information may have been exposed in the Data Incident. You may submit a Claim for Settlement Class Member Benefits as outlined below.

Please refer to the Detailed Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

**To receive Settlement Class Member Benefits, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 pm ET on Month xx, 202x.**

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

*Berthold, et al. v. Norton Healthcare, Inc., et al.*  
c/o Kroll Settlement Administration LLC  
P.O. Box XXXX  
New York, NY 10150-XXXX

### **You may submit a Claim for one or more of the following benefits:**

**Medical Monitoring Services:** three (3) years of CyEx's Medical Shield Pro medical account monitoring;

**Out-of-Pocket Losses:** Reimbursement of up to \$2,500 in unreimbursed out-of-pocket expenses that are fairly traceable to the Data Incident;

**Lost Time:** \$20 per hour, up to four (4) hours of time spent by the Settlement Class Member relating to the Data Incident;

**Cash Payment:** A payment of no less than \$5, subject to a *pro rata* (proportional) adjustment depending upon the number of Valid Claims received.

## **I. PAYMENT SELECTION**

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

## **II. NAME AND CONTACT INFORMATION**

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

\*####00000000\*  
#### 0 0 0 0 0 0 0 0

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: (          )          -

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

III. OUT-OF-POCKET LOSSES

Settlement Class Members may submit a Claim for up to \$2,500 as reimbursement for Out-of-Pocket Losses. Unreimbursed out-of-pocket expenses that are fairly traceable to the Data Incident, include but not limited to: (i) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel; (ii) fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between May 9, 2023 and the Deadline to Submit Claims; and (iii) actual fraud that occurred between May 9, 2023 and [Deadline to Submit Claims].

You must submit documentation to support your Claim, for example, bank statements showing bank fees, telephone records, correspondence including emails, or receipts.

☐ I have attached documentation showing that the documented expenses listed below were fairly traceable to the Data Incident. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	/ / (mm/dd/yy)	\$ .	

\*####00000000\*  
#### 0 0 0 0 0 0 0

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	— — / / — — (mm/dd/yy)	\$ _____ . _____	
	— — / / — — (mm/dd/yy)	\$ _____ . _____	

#### IV. LOST TIME

Enter the total number of hours (maximum of four (4)) you spent on issues relating to the Data Incident. These may include time spent acquiring credit freezes, remediating actual fraud, monitoring statements, etc.

\_\_\_\_\_ Yes, I request \$20 per hour for the number of hours entered (maximum of four (4) hours).

#### V. CASH PAYMENT

By checking the box below, I request a *pro rata* Cash Payment of at least \$5. I understand that if I submit a claim for Medical Monitoring Services, Out-of-Pocket Losses, or Lost Time, I will also be considered to have submitted a claim for a Cash Payment, regardless of the validity of any other claim.

☐

Yes, I request a *pro rata* Cash Payment of at least \$5.

#### VI. MEDICAL MONITORING SERVICES

By checking the box below, I am requesting three (3) years of CyEx's Medical Shield Pro medical account monitoring.

☐

Yes, I want to receive three (3) years of CyEx's Medical Shield Pro medical account monitoring.

#### VII. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of my State that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

Date (mm/dd/yyyy)

Print Name



\*####00000000\*  
#### 0 0 0 0 0 0 0

### **Reminder Checklist**

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at **(xxx) xxx-xxxx**.

# **EXHIBIT D**

CASE NO. 23-CI-003349

JEFFERSON CIRCUIT COURT  
DIVISION TWO (2)  
JUDGE ANNIE O'CONNELL

ABBY BERTHOLD, CHARLOTTE  
D'SPAIN, and LANISHA MALONE,  
individually, on behalf of themselves, and  
all others similarly situated,

PLAINTIFFS

v.

NORTON HEALTHCARE, INC. and  
NORTON HOSPITALS, INC.

DEFENDANTS

\* \* \* \* \*

**ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT**

Motion having been made by Plaintiffs,<sup>1</sup> individually, and on behalf of the Settlement Class, for Preliminary Approval of the proposed class action Settlement in the above styled action (the "Litigation") with Defendants, Norton Healthcare, Inc. and Norton Hospitals, Inc. ("Defendants"), pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and the Court being well and sufficiently advised, the Court **HEREBY GRANTS** the motion as follows:

1. **Class Certification:** The Court certifies the proposed class for the purpose of Settlement only:

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

The Settlement Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (iii) Defendants' officers and directors, and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

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<sup>1</sup> The capitalized terms have the same meaning as defined in the Class Action Settlement Agreement.

The Court finds that the requirements of CR 23.01 and CR 23.02(c) are satisfied. Specifically, the Court finds, for settlement purposes, that: (a) the Settlement Class of approximately 2,487,683 persons is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Class Counsel and Class Representatives:** The Court finds that Plaintiffs are adequate Class Representatives, and proposed Class Counsel are all qualified and adequate to represent the Class. The Court therefore appoints Lynn A. Toops of CohenMalad, LLP and J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel, and appoints Plaintiffs Abby Berthold, Charlotte D'Spain, Lanisha Malone, and Alex Schachtner as Class Representatives.

3. **Preliminary Approval:** Upon preliminary review, the Court finds the Settlement is within the range of a fair, reasonable, and adequate compromise under the circumstances of this case. Specifically, the Court finds that: the Class Representatives and Class Counsel have adequately represented the Class; the Agreement was negotiated at arms' length and entered into

in good faith without collusion; the relief provided for the Settlement Class appears adequate, taking into account the costs, risks, and delay of trial and appeal; and that the Settlement treats Class Members equitably relative to each other.

In making this determination, the Court has considered the benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class including the method of processing class-member claims, the proposed manner of allocating benefits to Settlement Class Members, and the terms of the proposed award of attorneys' fees, including timing of payment, and all of the other factors required by CR 23.05 and relevant case law.

4.     **Jurisdiction:** The Court has subject matter jurisdiction pursuant to Kentucky Revised Statutes § 23A.010 and personal jurisdiction over the parties before it. Additionally, venue is proper in this Court pursuant to KRS § 452.460, and under KRS § 367.220, because Defendants reside in and do business in Jefferson County, Kentucky.

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

6.     **Notice:** The proposed notice plan in the Settlement Agreement provides adequate due process to absent class members, is directed in a reasonable manner, satisfies CR 23.05(1), and is hereby approved. The Court finds that the proposed form, content, and method of giving

notice to the Settlement Class as described in the notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including CR 23.05(1); and (e) meet the requirements of the Due Process Clause(s) of the United States and Kentucky Constitutions. The Court further finds that the notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Settlement Administrator is directed to carry out the notice program in conformance with the Settlement Agreement.

7. **Exclusion from the Class:** Any Settlement Class Member who wishes to be excluded from the Settlement Class, or “opt-out,” must individually sign and timely and appropriately submit valid written notice of such intent to the designated Post Office box established by the Settlement Administrator in the manner provided in the Summary Notice and Detailed Notice. The request for exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement. The request for exclusion must be postmarked or received by the Settlement Administrator no later than the Deadline to Report Opt-Outs.

8. **Objections:** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Deadline to Object and as stated in the Detailed Notice . 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; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) a statement identifying all class action settlements in which the objecting Settlement Class Member (and his or her attorney) has made an objection in the previous 5 years; (vii) the signature of the Settlement Class Member or the Settlement Class Member's attorney; and (viii) documentary evidence identifying the individual as a member of the Settlement Class (e.g., a Data Incident notice letter). All objections must be (1) sent to the designated Post Office Box established by the Settlement Administrator, (2) served upon Class Counsel and Defendant's counsel, and (3) submitted to the Court.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under

the Kentucky Rules of Civil Procedure and the Kentucky Rules of Appellate Procedure and not through a collateral attack.

9. **Claims Process:** Settlement Class Counsel and Defendants' counsel have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the notices. The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the notices and Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the releases contained therein.

10. **Termination of the Settlement:** If any of the conditions set forth in the Settlement Agreement at Paragraph 11 do not occur, or if the Court otherwise imposes any modification to or condition to approval of the settlement to which the Parties do not consent, then the Settlement Agreement shall be cancelled and terminated. Further, Defendants shall have the option to terminate the Settlement Agreement if more than 150 members opt out of the Settlement Class. In such event, the Settlement and Agreement shall become null and void and be of no further force and effect, and neither the Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.



11. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

12. **Final Approval Hearing:** A Final Approval Hearing shall be held on [REDACTED], 2026, at the Jefferson County Judicial Center, Jefferson Circuit Court, Division 2, 700 West Jefferson Street, Louisville, Kentucky 40202, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CR 23.01; (b) the Settlement should be approved as fair, reasonable, and adequate, in accordance with CR 23.05; (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses; and (f) whether Service Awards will be awarded to Class Representatives.

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

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

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

15. **Settlement Timeline:** The Court orders the following schedule of dates:

<i>Event</i>	<i>Date/Deadline</i>
<b>Deadline to Move for Preliminary Approval</b>	7 days after the Date of Execution
<b>Date of Preliminary Approval</b>	The day on which the Court enters the Preliminary Approval Order
<b>Deadline to Provide the Class List</b>	7 days after Date of Preliminary Approval
<b>Deadline to Fund Costs of Notice and Administration</b>	30 days after Preliminary Approval Order and provision of W9 and banking information by Settlement Administrator
<b>Deadline to Fund the Remainder of the Settlement Fund</b>	Remaining balance of Settlement Fund less Costs of Notice and Administration to be funded 30 days after the Effective Date and confirmation by the Settlement Administrator of the banking information
<b>Deadline to Send Notice</b>	30 days after Date of Preliminary Approval Order
<b>Deadline to File Motion for Fees, Expenses, and Service Awards</b>	15 days before Deadline to Object
<b>Deadline to Object</b>	60 days after Deadline to Send Notice
<b>Deadline to Opt-Out</b>	60 days after Deadline to Send Notice
<b>Deadline to Report Opt-Outs</b>	10 days after Deadline to Opt-Out
<b>Deadline to Terminate for Opt-Outs</b>	30 days after Deadline to Report Opt-Outs
<b>Deadline to File Motion for Final Approval</b>	No later than 14 days before the Date of the Final Approval Hearing
<b>Date of the Final Approval Hearing</b>	To be set by the Court (Parties to request a date approximately 120 days after Preliminary Approval Order)

<b>Date of Final Approval</b>	The day on which the Court enters the Final Approval Order
<b>Effective Date</b>	The 31st day after the Court enters the Final Approval Order, provided no objections are made and no appeal is filed by that date. Otherwise, the 31st day after the date on which all appeals have been dismissed or all rights to appeal have been exhausted and the Final Approval Order has not been reversed.

<b>Deadline to Pay Fees and Expenses</b>	35 days after Effective Date
<b>Deadline to Pay Service Awards</b>	35 days after Effective Date
<b>Deadline to Submit Claims</b>	90 days after Deadline to Send Notice
<b>Deadline to Process Claims</b>	45 days after Deadline to Submit Claims
<b>Deadline to Cure Claims</b>	21 days after mailing of a deficiency letter
<b>Deadline to Pay Valid Claims</b>	45 days after Effective Date
<b>Date Settlement Benefits Expire</b>	120 days after issuance of the benefit

**IT IS SO ORDERED**

\_\_\_\_\_  
HONORABLE ANNIE O'CONNELL  
JUDGE, JEFFERSON CIRCUIT COURT  
DIVISION TWO (2)

Dated: \_\_\_\_\_

# **EXHIBIT E**

**CASE NO. 23-CI-003349**

**JEFFERSON CIRCUIT COURT  
DIVISION TWO (2)  
JUDGE ANNIE O'CONNELL**

**ABBY BERTHOLD, CHARLOTTE  
D'SPAIN, and LANISHA MALONE,  
individually, on behalf of themselves, and  
all others similarly situated,**

**PLAINTIFFS**

**v.**

**NORTON HEALTHCARE, INC. and  
NORTON HOSPITALS, INC.**

**DEFENDANTS**

**\* \* \* \* \***

**FINAL APPROVAL ORDER AND JUDGMENT**

Motion having been made by Plaintiffs, individually, and on behalf of the Settlement Class, for Final Approval of the class action Settlement with Defendants, Norton Healthcare, Inc. and Norton Hospitals, Inc. ("Defendants"), pursuant to Civil Rule 23.05 of the Kentucky Rules of Civil Procedure; and,

The Court having held a final approval hearing, notice of the hearing having been duly given in accordance with this Court's Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order"); having considered all matters submitted to the Court at the final approval hearing; and otherwise being well and sufficiently advised;

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

1. The Settlement Agreement, including its Exhibits (the "Settlement Agreement"), and the definition of words and terms contained therein are incorporated by reference and are used hereafter. The terms and definitions of this Court's Preliminary Approval Order are also incorporated by reference in this Final Approval Order and Judgment.

2. The Court has subject matter jurisdiction pursuant to KRS § 23A.010 and personal jurisdiction over the parties before it, including the Settlement Class Members with respect to the following Class, which is finally certified under CR 23.01 and CR 23.02:

All individuals whose personal information may have been compromised as a result of the Data Incident, as identified on the Class List.

The Settlement Class specifically excludes: (i) all persons who timely and validly request exclusion from the Class; (ii) the judge assigned to evaluate the fairness of this settlement (including any members of the Court's staff assigned to this case); (iii) Defendants' officers and directors, and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

3. The Court hereby finds that the Settlement is the product of arm's length settlement negotiations between the Parties facilitated by a third-party neutral mediator.

4. The Court hereby finds and concludes that class notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and as approved by the Court.

5. The Court further finds and concludes that the class notice and claims submission procedures set forth in the Settlement Agreement fully satisfy CR 23.05 of the Kentucky Rules of Civil Procedure and the requirements of due process, were the best means of providing notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Final Approval Order and Judgment.

6. The Court hereby fully and finally approves the Settlement Agreement and finds that the terms constitute, in all respects, a fair, reasonable and adequate settlement as to all

Settlement Class Members, entered into in good faith and without collusion, in accordance with CR 23.05.

7. The Court orders the Parties to comply with and implement the terms of the Settlement Agreement in all respects.

8. On final approval of this settlement (including, without limitation, the exhaustion of any judicial review, or requests for judicial review, from this Final Approval Order and Judgment), the Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully and finally release and forever discharge the Releasees from the Released Claims, as set forth in the Settlement Agreement.

9. Plaintiffs' claims against the Defendants are dismissed with prejudice and without costs, except as explicitly provided for in this Settlement Agreement.

10. The Court reserves jurisdiction over the Settlement and the Settlement Agreement.

11. This is a final and appealable order. There is no just reason for delay.

**IT IS SO ORDERED**

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HONORABLE ANNIE O'CONNELL  
JUDGE, JEFFERSON CIRCUIT COURT  
DIVISION TWO (2)

Dated: \_\_\_\_\_