CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of August ____, 2025, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods (collectively, "Representative Plaintiffs"), individually and on behalf of all other similarly situated individuals (the "Settlement Class" or "Class Members," as defined below), by and through their counsel of record William B. Federman of Federman & Sherwood ("Class Counsel"), on the one hand; and (ii) Defendant Oklahoma Spine Hospital, L.L.C. ("OSH" or "Defendant"), by and through its counsel of record, Amanda N. Harvey and Kayleigh J. Watson of Mullen Coughlin, LLC ("Defendant's Counsel") on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, on or around July 1, 2024, OSH became aware of potential unauthorized access to an employee email account (the "Data Incident"). After an investigation, on September 24, 2024, OSH determined protected health information ("PHI") and personally identifiable information ("PII") may have been accessed during the Data Incident. The impacted PII/PHI may include, but is not limited to, Social Security numbers, dates of birth, financial account numbers and routing numbers, health insurance information, medical information, payment card information, and/or driver's license information.

WHEREAS, after OSH identified approximately 38,945 individuals whose Private Information (defined below) may have been impacted by the Data Incident.

WHEREAS, on November 15, 2024, Representative Plaintiff Shawn Coxen filed a lawsuit styled *Coxen v. Oklahoma Spine Hospital*, LLC. No. CJ-2024-7337, in the Oklahoma District Court of Oklahoma County. Subsequently, on November 21, 2024, Representative Plaintiff Leslea Marshall, also filed suit in the same court in an action styled *Marshall v. Oklahoma Spine Hospital, LLC*, CJ-2024-7491. Plaintiffs in these two (2) cases moved to consolidate on November 25, 2024, and that motion was granted on December 9, 2024. A Consolidated Class Action Petition ("CCAP") styled *In re: Oklahoma Spine Hospital Data Breach Litigation* was filed in Case Number CJ-2024-7491 on January 22, 2025, bringing the two (2) cases together and adding additional Representative Plaintiffs Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods (the "Litigation"). On March 10, 2025, OSH filed a Motion to Dismiss. On March 13, 2025, the Parties filed a Joint Motion to Stay Deadlines to provide an opportunity to mediate the matter.

WHEREAS, the CCAP in the Litigation asserts the following claims: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; and (v) breach of fiduciary duty.

WHEREAS, OSH denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, over a period of several months, the Parties engaged in voluntary discovery and good faith, arm's-length negotiations between experienced counsel, and on June 16, 2025, a formal mediation presided over by John DeGroote, Esq. (a highly experienced data breach mediator), reaching an agreement in principle to resolve the Litigation, as outlined herein.

WHEREAS, OSH provided Class Counsel with certain additional factual information to aid in negotiations and agreed to provide further confirmatory information as required to confirm the size of the class.

WHEREAS, OSH denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of OSH with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that OSH has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against OSH relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on

behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against OSH relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and OSH that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

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

1. "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.

2. "Claims Administration" means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

3. "Claims Administrator" means Simpluris, Inc., a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

4. "Claims Deadline" means the postmark or online submission deadline for Valid Claims (as defined below), which is ninety (90) days after Notice is mailed to Settlement Class Members.

5. "Claim Form" means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C** attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

6. "Claims Period" means the sixty (60) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

7. "Class Counsel" means William B. Federman of Federman and Sherwood.

8. "Costs of Claims Administration" means all actual costs associated with or arising from Claims Administration.

9. "Court" means the District Court of Oklahoma County, Oklahoma.

10. "Data Incident" means the potential unauthorized access of certain information on OSH's computer systems discovered on or about July 1, 2024, which gave rise to the Litigation.

11. "Effective Date" means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 76.

12. "Final" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award or service

award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

13. "Final Fairness Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Oklahoma Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

14. "Judgment" means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which OSH must approve before filing

15. "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

16. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

17. "Notice Deadline" means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and commence the initial mailing of the Short Notice.

18. "Objection Date" means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

19. "Opt-Out Date" means sixty (60) days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement

Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

21. "Plaintiffs" or "Class Representatives" or "Representative Plaintiffs" mean Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods.

22. "Preliminary Approval Order" means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties' proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

23. "Private Information" means Social Security numbers, dates of birth, financial account numbers and routing numbers, health insurance information, medical information, payment card information, and driver's license information.

24. "Released Claims" shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all Oklahoma consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of

privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against OSH.

25. "Released Parties" means Oklahoma Spine Hospital, L.L.C., and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors,

administrators, insurers and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

26. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

27. "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

28. "Settlement Class" means all persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024. The Settlement Class specifically excludes: (i) Defendant OSH, entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

29. "Settlement Class List" means the list generated by OSH containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which OSH shall provide to the Claims Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Claims Administrator.

30. "Settlement Class Member(s)" or "Member(s)" means a Person(s) who falls within the definition of the Settlement Class.

31. "Settlement Fund" shall mean a non-reversionary common fund in the amount of $1,100,000.

32. "Settlement Website" means the website described in Paragraph 55(c).

33. "Settling Parties" means, collectively, OSH and Plaintiffs, individually and on behalf of the Settlement Class.

34. "Short Notice" means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit A** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, and the date of the Final Fairness Hearing.

35. "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq*., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), 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.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

36. "United States" as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

37. "Valid Claims" means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS

38. Settlement Fund. Defendant is responsible for having a payment of $1,100,000.00, which shall constitute the entire Settlement Fund. Defendant shall not be required to pay any more money under this Settlement. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice and administration costs, within thirty (30) days after the Court enters a Preliminary Approval Order. Defendant shall have the balance of the Settlement Fund deposited within ten (10) days of the Effective Date.

39. The Settlement Fund shall be used to pay, in the following order: (1) all Settlement

Administration Costs; (2) any Service Awards awarded to Class Representative; (3) any attorneys' fees and litigation expenses awarded to Class Counsel; and (4) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim.

40. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled.

41. Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

42. Documented Monetary Losses. Settlement Class Members may submit a Claim for a cash payment under this paragraph for up to $10,000.00 per Settlement Cass Member upon presentment of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Documented Monetary Losses may include but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after July 1, 2024, through the date of Claim submission; (ii) unreimbursed losses associated with actual fraud

or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Claims Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only.

43. Pro Rata Cash Payment. In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of $100.00. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees Costs and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses, by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

44. Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim three (3) years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to $1,000,000, and fully managed identity recovery services.

45. Pro Rata Adjustments to Cash Payments. Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Claims Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

46. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, OSH has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. OSH will detail these business practice changes to Class Counsel in a confidential declaration.

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

a) Administering and overseeing the Settlement funds provided by OSH to pay Approved Claims.

b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

d) Providing Notice to Settlement Class Members via U.S. mail and/or email;

e) Establishing and maintaining the Settlement Website;

f) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

g) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

h) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and OSH's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;

i) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and OSH's Counsel a copy thereof immediately upon receipt. If the Claims Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Claims Administrator shall promptly provide copies thereof to Class Counsel and to OSH's Counsel;

j) Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;

k) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l) Providing bi-weekly or other periodic reports to Class Counsel and the OSH's Counsel that include information regarding the number of Settlement Checks

mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments;

m) In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

n) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or OSH's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

48. Limitation of Liability. The Parties, Class Counsel, and OSH's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Claims Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

49. Dispute Resolution for Claims. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Paragraph 42 above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In

assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after July 1, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in OSH's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

50. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the

deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

51. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claims Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claims Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.

52. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its

receipt of the submitted dispute and receipt of all supplemental information requested.

IV. SETTLEMENT CLASS CERTIFICATION

53. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

54. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia:*

a) certification of the Settlement Class for settlement purposes only;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of William B. Federman of Federman & Sherwood as Class Counsel;

d) appointment of Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods as Class Representative;

e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.

f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;

g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**, attached hereto; and

h) appointment of Simpluris, Inc. as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

55. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Oklahoma law and constitutional due process requirements.

a) Within seven (7) days after the date of the Preliminary Approval Order, OSH shall provide the Settlement Class List to the Claims Administrator.

b) The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail or email, to the extent mailing addresses or email addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Prior to mailing, the Claims Administrator shall check and update all addresses through the National Change of Address ("NCOA") Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard. The Claims Administrator shall also issue notice by publication by issuing a press release announcing the Settlement on or around the Notice Date.

c) The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.

d) A toll-free help line staffed with a reasonable number of live operators shall be

made available to address Settlement Class Members' inquiries.

e) The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.

f) At the discretion of Class Counsel, the Claims Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days prior to the Claims Deadline.

g) Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by OSH.

56. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred thirty-five (135) days after entry of the Preliminary

Approval Order.

VII. OPT-OUT PROCEDURES

57. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date.

58. All Persons who submit valid and timely Requests for Exclusion, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

59. In the event that within ten (10) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than five hundred (500) individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

60. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

VIII. OBJECTION PROCEDURES

61. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator by the Objection Date.

62. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 61 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 61.

IX. RELEASES

63. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

64. Upon the Effective Date, OSH shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses OSH may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

65. Notwithstanding any term herein, neither OSH nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

66. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that OSH would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Plaintiff as may be ordered by the Court.

67. Class Counsel may petition the court for attorneys' fees not to exceed one-third (1/3) of the Settlement Fund ($366,666.67).

68. Subject to Court approval, OSH has agreed not to object to a request for a service award in the amount of $2,500.00 to each of the named Plaintiffs.

69. If awarded by the Court, the Claims Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator within fourteen (14) days after the Effective Date.

70. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF CLAIMS

71. The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth herein. All claims agreed to be paid in full by OSH shall be deemed a Valid Claim.

72. Payment for Valid Claims shall be issued, via check or electronically, within thirty (30) days of the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

73. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

74. No Person shall have any claim against the Claims Administrator, claims referee, OSH, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by OSH to implement the Business Practice Changes.

75. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

76. The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;

b) the Court has entered the Preliminary Approval Order without material change;

c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;

d) OSH has not exercised its option to terminate the Settlement Agreement;

e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein (and in substantially the same form as **Exhibit E**); and

f) the Judgment has become Final.

77. If all conditions specified in Paragraph 76(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

78. Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Requests for Exclusion ("Opt-Out List").

79. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to

avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc.* Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, OSH shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. MISCELLANEOUS

80. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

81. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such

party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

82. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; 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 Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

83. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

84. This Agreement contains the entire understanding between OSH and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between OSH provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between OSH and Plaintiffs. Any agreements reached between OSH, Plaintiffs, and any third party, are expressly excluded from this provision.

85. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

86. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

87. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

88. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

89. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

90. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

91. All dollar amounts are in United States dollars (USD).

92. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void."

Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

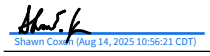
93. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

94. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and OSH each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

95. 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.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:



Shawn Coxen, Plaintiff

Date: 08/14/2025

_____

Leslea Marshall, Plaintiff

Date: _____

_____

Cheryl Ann McClain, Plaintiff

Date: _____

_____

Pam Fleetwood, Plaintiff

Date: _____

_____

Jason Webb, Plaintiff

Date: _____

_____

Carol Woods, Plaintiff

Date: _____

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:

_____
Shawn Coxen, Plaintiff

Date:_____

Leslea Marshall
Leslea Marshall (Aug 14, 2025 13:11:37 PDT)
_____
Leslea Marshall, Plaintiff

Date: 08/14/2025

_____
Cheryl Ann McClain, Plaintiff

Date:_____

Pam Fleetwood
Pam Fleetwood (Aug 15, 2025 22:49:22 CDT)
_____
Pam Fleetwood, Plaintiff

Date: 08/15/2025

_____
Jason Webb, Plaintiff

Date:_____

_____
Carol Woods, Plaintiff

Date:_____

Docusign Envelope ID: 20D5AB98-5C0C-4076-855F-045867F2CF9A

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:

_____
Shawn Coxen, Plaintiff

Date:_____

_____
Leslea Marshall, Plaintiff

Date:_____

Signed by:
Cheryl McClain
9924D6949FC14A6...
Cheryl Ann McClain, Plaintiff

Date: 8/18/2025 | 5:54 PM PDT

_____
Pam Fleetwood, Plaintiff

Date:_____

_____
Jason Webb, Plaintiff

Date:_____

_____
Carol Woods, Plaintiff

Date:_____

Docusign Envelope ID: 573DCC67-6B73-4C60-AC7E-F23763DECC31

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:

_____
Shawn Coxen, Plaintiff

Date:_____

_____
Leslea Marshall, Plaintiff

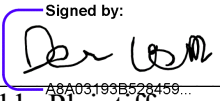
Date:_____

_____
Cheryl Ann McClain, Plaintiff

Date:_____

_____
Pam Fleetwood, Plaintiff

Date:_____

Signed by:

A8A03193B528459...
Jason Webb, Plaintiff

Date: 8/20/2025 | 12:18 PM PDT

_____
Carol Woods, Plaintiff

Date:_____

Docusign Envelope ID: 1F42933E-5959-47BE-ABF5-2666305F9415

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

PLAINTIFFS:

_____
Shawn Coxen, Plaintiff

Date:_____

_____
Leslea Marshall, Plaintiff

Date:_____

_____
Cheryl Ann McClain, Plaintiff

Date:_____

_____
Pam Fleetwood, Plaintiff

Date:_____

_____
Jason Webb, Plaintiff

Date:_____

Signed by:
Carol Woods
72DD6CE83B35464...
Carol Woods, Plaintiff

Date: 8/18/2025 | 2:08 PM PDT

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Date: 8/27/2025

William B. Federman, OBA #2853
(Interim Lead Class Counsel)
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
T: (405) 235-1560
E: wbf@federmanlaw.com

COUNSEL FOR DEFENDANT:

Date: _____

Amanda N. Harvey
Kayleigh J. Watson
MULLEN COUGHLIN, LLC
1452 Hughes Road, Suite 200
Grapevine, TX 76051
aharvey@mullen.law
kwatson@mullen.law

DEFENDANT:

Date: 8-14-25

Name
Title: Kevin Blaylock, C.E.O.

EXHIBIT A

OSH Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

In re: Oklahoma Spine Hospital Data Breach Litigation
Case No. CJ-2024-7491

IF YOU ARE IN INDIVIDUAL WHO RECEIVED NOTICE FROM OKLAHOMA SPINE HOSPITAL IN THE JULY 2024 DATA INCIDENT, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

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

THIS NOTICE IS ONLY A SUMMARY.
VISIT WWW.[SETTLEMENTWEBSITE].COM
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.

QR code

First-Class Mail
US Postage Paid
Permit #__

«Barcode»
Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»
«First1» «Last1»
«Addr1» «Addr2»
«City», «St» «Zip»
«Country»

Why am I receiving this notice?

A Settlement has been reached with Oklahoma Spine Hospital, LLC ("OSH") in a class action lawsuit. The case is about the July 2024 cyber incident on OSH's computers (the "Data Incident"). Files containing private information were potentially accessed.. OSH denies all claims alleged against it and denies all charges of wrongdoing or liability., and the Court has not decided who is right. The settlement is not an admission of wrongdoing or an indication that the Defendant has violated any laws, but rather the resolution of disputed claims. The parties have agreed to settle the lawsuit ("Settlement") to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the class as: "All persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024."

The Court has appointed an experienced attorney, called "Class Counsel," to represent the Class.

What are the Settlement benefits?

You can claim one or more of the following, as applies to you:

(1) three years of **Credit Monitoring Services** by a credit bureau

(2) if you have documented losses you can get back up $**10,000** for out-of-pocket expenses or fraud or identity theft losses.

(3) a Pro Rata Cash Payment, which is expected to be **$100**, but may be larger or smaller depending on the total claims filed.

Complete instructions are available online.

www.[SettlementWebsite].com

How do I receive a benefit?

To enroll in Credit Monitoring Services and/or claim the $100 Pro Rata payment, simply complete the attached Claim Form, tear at perforation, and return by U.S. Mail. Postage is already paid. If you have documented losses, submit all of your claims online, or call **1-XXX-XXX-XXXX** to request a paper Claim Form. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement?

If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue OSH for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement?

The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorney's fees and costs of up to $366,667, and $2,500 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

OSH Data Incident Settlement
c/o Settlement Administrator
P.O. Box [PO Box Number]
Santa Ana, CA 92799-9958

OSH Data Incident Settlement

《First1》 《Last1》
《Addr1》 《Addr2》
《City》, 《St》 《Zip》

*Complete this Claim Form, tear at perforation, and return by U.S. Mail no later than **[Claims Deadline]**.*

Only one Claim Form per Class Member.

Login ID: 《LoginID》
PIN: 《PIN》

☐ Check this box to enroll in three years of **Credit Monitoring Services**.

☐ Check this box to claim a one-time $100.00 **Pro Rata Cash Payment**.

How would you like to be paid:

Check ***one***: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (sent to above address)

If you have selected a digital payment option please provide your email address below. Please **PRINT** your email address **LEGIBLY** and doublecheck that it is correct:

_____

You must notify the Claims Administrator if your contact information is different from what is shown above, or changes after you submit this form. Visit the settlement website to submit a claim for Documented Losses.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Oklahoma Spine Hospital Data BreachLitigation
Case No. CJ-2024-7491
District Court of Oklahoma County, Oklahoma

IF YOU ARE AN INDIVIDUAL WHO RECEIVED NOTICE FROM OKLAHOMA SPINE HOSPITAL IN THE july 2024 DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Oklahoma Spine Hospital, LLC ("OSH" or "Defendant") in a class action lawsuit. This case is about the data incident on OSH's computer systems that occurred in July 2024 (the "Data Incident"). Certain files that contained private information were potentially accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; financial account numbers and routing numbers; health insurance information; medical information; payment card information; and/or driver's license information.

- The lawsuit is called *In re: Oklahoma Spine Hospital Data Breach Litigation*, Case No. CJ-2024-7491. It is pending in the District Court of Oklahoma County, Oklahoma (the "Litigation"). OSH denies each and all of the claims and contentions alleged against it and denies all charges of wrongdoing or liability alleged (or which could be alleged) in the Litigation. OSH has agreed to a settlement to avoid the costs and risks associated with continuing this case. and the Court has not decided who is right.

- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.

- You are included in the Settlement Class if you are a Settlement Class Member. A Settlement Class Member is an individual who was notified by or on behalf of OSH that their information may have been impacted by the Data Incident.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2025**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no payment. 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 hire your own lawyer at your own expense.	**_____, 2025**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	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 benefits.	**_____, 2025**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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. Settlement Class Member Benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 8
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The District Court of Oklahoma County, Oklahoma, authorized this Notice. You have a right to know about the proposed Settlement of this class action 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 called *In re: Oklahoma Spine Hospital Data Breach Litigation*, Case No. CJ-2024-7491. It is pending in the District Court of Oklahoma County, Oklahoma. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Oklahoma Spine Hospital, LLC, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the July 2024, Incident, certain files that contained private information were potentially accessed. These files may have contained personal information such as names; Social Security numbers; dates of birth; financial account numbers and routing numbers; health insurance information; medical information; payment card information; and/or driver's license information.

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

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Shawn Coxen; Leslea Marshall; Pam Fleetwood; Jason Webb; Cheryl Ann McClain; and Carol Woods. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorney think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge's family and staff; (2) OSH and its employees, officers, and directors; and (3) anyone who validly excludes themselves from the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSH Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

OSH will establish a Settlement Fund of $1,100,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. All of the net remaining money will be used to pay for the benefits described below.

You may claim one or more of the following benefits, as they apply to you.

BENEFITS

Credit Monitoring Services. All Class Members are eligible to enroll in three years of Credit Monitoring Services by a credit bureau. This benefit comes with $1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning

- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can bet back up to **$10,000.00**. The losses must have occurred between July 1, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Pro Rata Cash Payment. You may also claim a one-time pro rata cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a Pro Rata Cash Payment.

This payment is expected to be **$100.00**, but may be larger or smaller depending on the total claims filed.

You do not have to provide any proof or explanation to claim this payment

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSH Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against OSH about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section IX) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

OSH Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1-XXX-XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorney William B. Federman of Federman and Sherwood, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $366,666.67 as reasonable attorney's fees and costs of litigation. This amount will be paid from the Settlement Fund.

Class Counsel will also ask for Service Award payments of $2,500.00 for each of the Class Representatives. Service Award payments will also be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive Settlement benefits or payment. However, you will keep any rights you may have to sue OSH on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *In re: Oklahoma Spine Hospital Data Breach Litigation*, Case No. CJ-2024-7491, pending in the District Court of Oklahoma County, Oklahoma;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

OSH Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *In re: Oklahoma Spine Hospital Data Breach Litigation*, Case No. CJ-2024-7491, pending in the District Court of Oklahoma County, Oklahoma;

(2) your full name, mailing address, telephone number, and email address;

(3) information that proves that you are a Class Member (such as a notice you have received);

(4) whether the objection applies only to you, or to other Class Members, as well;

(5) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;

(6) if you have hired your own lawyer to represent you at the Final Approval Hearing, provide their name and telephone number;

(7) if you or your lawyer have objected in any other cases in the past three years, list the names, courts, and civil action numbers for each of those cases;

(8) whether or not you or your lawyer would like to speak at the Final Approval Hearing;

(9) your signature; and

(10) if you have hired your own lawyer, signed documents showing they represent you.

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by **[OBJECTION DATE]**. You must also send a copy of the objection to the Settlement Administrator.

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	OSH Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

17. What is the difference between objecting and excluding?

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 the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Central Time**, in Room [Court Room] of the District Court of Oklahoma County, Oklahoma, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. 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 wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSH Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT C

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re: Oklahoma Spine Hospital Data Breach Litigation
Case No. CJ-2024-7491
District Court of Oklahoma County, Oklahoma

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The court has defined the Class this way: "All persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024."

Excluded from the Settlement Class are: (1) the Judge in this case, and the Judge's family and staff; (2) OSH and its employees, officers, and directors; and (3) anyone who validly excludes themselves from the Settlement.

COMPLETE THIS CLAIM FORM IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE ONE OR MORE OF THE FOLLOWING SETTLEMENT BENEFITS

AVAILABLE BENEFITS

OSH will establish a Settlement Fund of $1,100,000.00. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Award payments for the Plaintiffs, and the costs of administering the Settlement. All of the net remaining money will be used to pay for the benefits described below.

You may claim one or more of the following benefits, as they apply to you.

BENEFITS

Credit Monitoring Services. All Class Members are eligible to enroll in three years of Credit Monitoring Services by a credit bureau. This benefit comes with $1 million in identity theft insurance, and includes:

- real time monitoring of your credit file
- dark web scanning
- comprehensive public records monitoring

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can bet back up to **$10,000.00**. The losses must have occurred between July 1, 2024, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs

- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim.

Pro Rata Cash Payment. You may also claim a one-time pro rata cash payment.

It is expected that a significant amount of money will remain in the Settlement Fund after all expenses and all other benefits have been paid. All of this remaining money will be divided equally between everyone who claims a Pro Rata Cash Payment.

This payment is expected to be **$100.00**, but may be larger or smaller depending on the total claims filed.

You do not have to provide any proof or explanation to claim this payment

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: 1-XXX-XXX-XXXX
- By mail: OSH Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT
www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

OSH Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

You must submit online, mail, or email your Claim Form by **[Claims Deadline]**.

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re: Oklahoma Spine Hospital Data Breach Litigation
Case No. CJ-2024-7491
District Court of Oklahoma County, Oklahoma

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Print your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this claim form. All fields are required. **Please print legibly.**

First Name | Last Name

Street Address

City | State | Zip Code

Email Address | Phone Number | Notice ID (if known)

II. CREDIT MONITORING SERVICES

☐ Check this box if you would like to enroll in three years of Credit Monitoring by a credit bureau.

III. CASH PAYMENT FOR DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $10,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

Your claim must be submitted online or postmarked by: [Claims Deadline]

In re: Oklahoma Spine Hospital Data Breach Litigation
Case No. CJ-2024-7491
District Court of Oklahoma County, Oklahoma

DATA INCIDENT SETTLEMENT CLAIM FORM

Your claim must be submitted online or postmarked by: [Claims Deadline]

IV. PRO RATA CASH PAYMENT

☐ Check this box if you want to claim a one-time cash payment, which is expected to be $100.00. The exact amount may be larger or smaller depending on the total claims filed.

V. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PayPal**
Email address, if different than you provided in Section 1:_____

☐ **Venmo**
Mobile number, if different than you provided in Section 1:_____

☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1:_____

☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1:_____

☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

VI. ATTESTATION & SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, and any supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

_____	_____	_____
Signature	Printed Name	Date

EXHIBIT D

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE: OKLAHOMA SPINE HOSPITAL DATA BREACH LITIGATION	Case No. CJ-2024-7491 Hon. Judge Anthony L. Bonner

PRELIMINARY APPROVAL ORDER

WHEREAS, the above-captioned matter is a putative class action before this Court;

WHEREAS, Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods (collectively, "Plaintiffs" or "Class Representatives"), individually and on behalf of all other similarly situated individuals (the "Settlement Class" or "Settlement Class Members,"), and Defendant Oklahoma Spine Hospital L.L.C. ("Defendant") have entered into the Settlement Agreement, [1] which is subject to review and approval by the Court under 12 O.S. § 2023, and which, together with its exhibits, provides for a complete dismissal with prejudice of the claims asserted in the action against Defendant should the Court grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) granting preliminary approval of the

[1] The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated. The Settlement Agreement is attached to the Motion for Preliminary Approval as an exhibit.

Settlement Agreement; (3) appoint Plaintiffs as Class Representatives; (4) appoint William B. Federman of Federman & Sherwood as Class Counsel; (5) approve the method and form of notice to be sent to the Settlement Class Members; (6) approve the Claim Form and claims process; (7) order the Settlement's opt out and objection procedures; (8) appoint the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; (10) enjoin and bar all members of the Settlement Class from initiating or continuing in any litigation or asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision to grant Final Approval of the Settlement; and (11) set a date for the Final Approval Hearing;

WHEREAS, the Court having reviewed the Motion along with the Settlement Agreement and its exhibits finds that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Settlement Class Certification:** Pursuant to 12 O.S. § 2023(C)(1), the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

> All persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024. The Settlement Class specifically excludes: (i) Defendant OSH, entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

2. **Class Representatives**: The Court approves Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods as Class Representatives having found them as adequate class representatives.

3. **Class Counsel**: The Court appoints William B. Federman of Federman & Sherwood as Class Counsel to serve as Class Counsel. In appointing class counsel, 12 O.S. § 2023(F) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and other types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class. The Court may also consider other matters pertinent to counsel's ability to fairly and adequately represent the interest of the class. 12 O.S. § 2023(F). The Court finds that proposed Class Counsel has expended a reasonable amount of time, effort, and expense investigating the Data Incident and that Class Counsel are highly skilled and knowledgeable concerning class action practice.

4. **Settlement Class Findings**: The Court finds, for purposes of settlement only, that the Settlement Class meets the requirements of 12 O.S. §§ 2023(A) and (B). Joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether Defendant was negligent regarding its handling of Plaintiffs' PII/PHI. The Class Representatives' claims are typical of those of the Class, as the Class Representatives had or may have had their PII/PHI accessed or acquired in the Data Incident. The Class

Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

5. **Preliminary Approval of Settlement**: The Court hereby preliminarily approves the settlement, as embodied in the Settlement Agreement, as being fair, reasonable, and adequate and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described herein. The Court finds the Settlement meets the considerations set for in 12 O.S. § 2023.

6. **Settlement Administrator:** The Parties are authorized to use Simpluris as the Settlement Administrator to supervise and administer the notice program, as well as to administer the Settlement should the Court grant Final Approval.

7. **Approval of Notice Program and Notices**: The Court approves the form and procedure for disseminating notice of the proposed settlement to the Class as set forth in the Settlement Agreement. The Court finds that the notice program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and

sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of 12 O.S. § 2023, including the Due Process Clause of the United States Constitution, the rules of this Court and all other applicable law and rules. The date and time of the Final Approval Hearing shall be posted on the Settlement Website and included in the Long Form Notice and Postcard Notice, respectively, before they are mailed or published.

8. **Claim Form and Claims Process**: The Court approves the Claim Form as set forth in the Settlement and the Claims process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete. Should the Court grant Final Approval to the Settlement, Settlement Class Members who do not opt-out of the Settlement shall be bound by its terms even if they do not submit Claims.

9. As set forth in the Settlement Agreement, Defendant shall bear all costs and expenses associated with providing notice to the Class and administering the proposed settlement.

10. **Dissemination of Notice and Claim Forms**: The Court directs the Settlement Administrator to disseminate the notices and Claim Form as approved herein. Class Counsel and Defendant's Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

57. **Objections to the Settlement**: Any member of the Class who intends to

object or comment on the request for final approval of the Settlement Agreement or on the Fee Application must, no later than sixty (60) days after the Notice Deadline, file his or her objection or comment with the Court, and provide copies of the objection or comment to: (1) the Court; and (2) Class Counsel. To state a valid objection the objection must state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Claims Administrator by the Objection Date.

11. Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the proposed Settlement should not be approved as fair, adequate and reasonable, or to object to any application of attorneys' fees, Service Awards, and reimbursement of litigation costs and expenses, but only if the Class

Member has first filed a written objection to the proposed settlement by the deadline set forth in this Order. The objecting Class Member must file and serve on all counsel designated in the Class Notice, a notice of intention to appear at the Final Approval Hearing ("Notice of Intention to Appear") by the Objection Deadline. The Notice of Intention to Appear must include copies of all papers, exhibits, or other evidence that the objecting Class Members (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear by the deadline set forth in this Order, and who does not file an objection that complies with the requirements set forth in this Order and the class notice, will be deemed to have waived any objections to the Settlement and will be barred from speaking or otherwise presenting views at the Final Approval Hearing.

12. If a Class Member files an objection to the Settlement, Class Counsel or Defendant's Counsel may depose the objector consistent with the Oklahoma Statutes at an agreed upon location and seek to have the objector produce documentary evidence or other tangible things relevant to the objection. An objector's failure to make him or herself available for deposition or to comply with expedited discovery requests may result in the Court striking the objector's objection or otherwise affecting that person's substantive rights. The Court reserves the right to tax the costs of such discovery to the objector or the objector's counsel should it determine that the objection was frivolous and was made for improper purposes.

13. **Opt-Outs (Requests for Exclusion) from the Settlement Class**: Any Class Member shall have the right to opt out of the Class and the Settlement by sending a written

request for exclusion from the Class to the addresses listed in the Notices, postmarked or delivered no later than sixty (60) days after the Notice Deadline. To be effective, an opt-out request must be written and must clearly manifest a Person's intent to be excluded from the Settlement Class. Additionally, a Request for Exclusion must be postmarked no later than sixty (60) Days after the Notice Deadline. Any Class Member who does not submit a timely and valid opt-out shall be subject to and bound by the Settlement Agreement and every order or judgment entered concerning the Settlement Agreement.

14. **Termination**: If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Defendant, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

15. **Stay**: All pretrial proceedings in this Action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

16. Upon the entry of this order, with the exception of Class Counsel, Defendant's Counsel, Defendant, and the Class Representatives implementation of the Settlement and the approval process in this Action, all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

17. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

18. **Final Approval Hearing**: A hearing on final approval of the Settlement Agreement, an award of fees and expenses to Class Counsel, and a Service Award to the Class Representatives (the "Final Approval Hearing") shall be held on the ____ day of _____, 202__ at ___:_____ ___.M. (central) before the undersigned in Courtroom _____ of the District Court of Oklahoma County, 321 Park Ave., Oklahoma City, OK 73102. At the Final Approval Hearing, the Court will consider (a) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting approval of the Settlement and dismissing the lawsuit with prejudice should be entered; and (c) whether Class Counsel's application for attorneys' fees and expenses and Service Award for the Class Representatives should be granted.

19. **Fee Application**: Class Counsel shall file an application for attorneys' fees and costs and Service Award to the Class Representatives ("Fee Application") within forty-five (45) days after the Notice Deadline.

20. **Final Approval**: Counsel for the respective parties shall file memoranda, declarations, and other statements and materials in support of the request for final approval of the parties' Settlement Agreement no later than two (2) weeks before the Final Approval Hearing.

21. The procedures and requirements for filing objections in connection with the

Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement so as to protect the due process rights of all Class Members.

22. No later than five (5) days before the Final Approval Hearing, the Parties shall have the option to file any reply in support of the final approval of the Settlement Agreement and Class Counsel shall have the option to file any reply in support of the Fee Application, if necessary.

23. The Court reserves the right to adjust the date of the Final Approval Hearing and related deadlines. If dates are altered, the revised hearing date and deadlines shall be posted on the settlement website referenced in the Class Notice. The parties will not be required to re-send or re-publish class notice.

24. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Defendant to Provide Class Member Information to Settlement Administrator	7 days after Preliminary Approval
Notice Deadline	30 days after Preliminary Approval
Deadline to File Motion for Attorneys' Fees, Costs, and Service Award	14 days before Objection Deadline
Opt Out Deadline	60 days after the Notice Deadline
Objection Deadline	60 days after the Notice Deadline
Deadline to Respond to Objections	7 days before Final Approval Hearing
Deadline to Submit Claim Forms	90 days after the Notice Deadline
Deadline to File Motion for Final Approval	14 days before Final Approval Hearing

Final Approval Hearing	**_____, 202__** **at __:__ a.m./p.m. (central)** **To be scheduled by the Court at least 120 days after the Order Granting Preliminary Approval is entered.*

IT IS SO ORDERED this _____day of _____, 2025.

_____
HONORABLE JUDGE BONNER

APPROVED AS TO FORM:

CLASS COUNSEL:

Date: _____

_____
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COUNSEL FOR DEFENDANT:

Date: _____

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EXHIBIT E

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE: OKLAHOMA SPINE HOSPITAL DATA BREACH LITIGATION	Case No. CJ-2024-7491 Hon. Judge Anthony L. Bonner

[PROPOSED] FINAL APPROVAL ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, EXPENSES AND SERVICE AWARDS

WHEREAS, on _____, 2025, Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement.

WHEREAS, on _____, 2025, Plaintiffs submitted to the Court their Motion for Attorneys' Fees, Costs, Expenses, and Service Awards;

WHEREAS, on _____, 2025, the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (1) preliminarily approved the Settlement; [1] (2) determined that, for purposes of the Settlement only, the above-captioned matter should proceed as a class action pursuant to 12 O.S. § 2023 and certified the class: (3) appointed Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb,

[1]The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated. The Settlement Agreement is attached to the Motion for Preliminary Approval as an exhibit.

Cheryl Ann McClain, and Carol Woods as settlement Class Representatives; (4) appointed William B. Federman of Federman & Sherwood as Class Counsel; (5) approved the form and manner of notice and the notice program; (6) approved the notice process and Claim Form; and (7) set the Final Approval Hearing;

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by direct mail notice. Additionally, the Long Form Notice was available to Settlement Class members on the Settlement Website or upon request to the Settlement Administrator;

WHEREAS, on _____, 2025, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Motion for Attorneys' Fees, Costs, Expenses, and Service Awards;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Action, including Settlement Class Members.

2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

3. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all

persons entitled to notice. The Notice and notice program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable laws and rules. The Claims process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the 12 O.S. § 2023(C) factors, highlighted by evidence that: (A) the settlement Class Representatives and settlement Class Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (C) the Settlement relief is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the parties and other interested persons, including any objections filed with the Court, the settlement proposed by the parties is fair, reasonable, and adequate. The terms of and provisions of the Agreement were the product of a good faith arm's-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money, and effort to the Court and the parties, and will further the interests of justice.

6. A list of the individuals who have opted out of the Settlement is attached hereto as **Exhibit 1**. Those individuals will not be bound by the Agreement or the Releases contained therein.

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

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

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

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

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

12. Pursuant to 12 O.S. § 2023(C), the Court finds that Class Representatives Plaintiffs Shawn Coxen, Leslea Marshall, Pam Fleetwood, Jason Webb, Cheryl Ann McClain, and Carol Woods are members of the Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Class throughout the proceedings in the Action. The appointment of Plaintiffs as the Class Representatives is therefore affirmed.

13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the settlement and thus the appointment of William B. Federman of Federman & Sherwood as Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of 12 O.S. §§ 2023(A) and (B) and for purposes of the settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether Defendant was negligent regarding its handling of Plaintiffs' PII/PHI. The Class Representatives' claims are typical of those of the Class, as the Class Representatives had their PII/PHI exposed, accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to 12 O.S. § 2023(C) the Court finally certifies the following Settlement Class:

> All persons who were sent a Notice of Data Breach Letter from Defendant concerning the Data Incident discovered by Defendant on or around July 1, 2024. The Settlement Class specifically excludes: (i) Defendant OSH, entity in which Defendant has a controlling interest, and Defendant's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also

excluded from the Class is any judge, justice, or judicial officer presiding over this matter and members of their immediate families and their judicial staff.

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

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. Pursuant to 12 O.S. § 2023(G), Class Counsel is awarded $_____ for attorneys' fees and $_____ for expenses and costs. Class Counsel initiated the Action on behalf of Plaintiffs and acted to protect the Class. Their efforts have produced the Agreement entered into in good faith that provides a fair, reasonable, adequate, and certain results for the Class. Class Counsel is entitled to reasonable attorneys' fees and

reimbursement of expenses for their work. These attorneys' fees, expenses and costs shall be paid by Defendant. Class Counsel shall have the sole authority to apportion and distribute attorneys' fees among other Plaintiffs' Counsel.

20. The Settlement Class Representatives shall be awarded Service Awards in the amount of $2,500.00 each. The Service Awards shall be paid by Defendant.

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

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

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

shall not be admissible or discoverable in any proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

24. Pursuant to 12 O.S. § 2023(C), all persons who satisfy the Class Definition above, with the exception of those listed on **Exhibit 1**, shall be bound by this Order.

25. None of the settlement, this Order, nor the fact of the settlement constitutes any admission by any of the parties of any liability, wrongdoing, or violation of the law, damages, or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action.

26. The Court finds that no reason exists for delay in ordering final judgment pursuant to 12 O.S. § 681 and hereby directs the Clerk to enter this Order forthwith.

27. The Clerk of Court is hereby directed to enter final judgment forthwith.

IT IS SO ORDERED this _____day of _____, 202___.

_____
HONORABLE JUDGE BONNER

APPROVED AS TO FORM:

CLASS COUNSEL:

Date: _____

_____
William B. Federman, OBA #2853
(Interim Lead Class Counsel)
FEDERMAN & SHERWOOD

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