

**COURT OF COMMON PLEAS
CLERMONT COUNTY, OHIO**

**PHYLLIS RICE, MARTIN CREUTZ,
BONNIE COGSWELL, KATHY
VALENTINE, and TIFFANY CALLAHAN II,
*individually and
on behalf of all others similarly situated,***

Plaintiffs,

v.

**CARESPRING HEALTH CARE
MANAGEMENT, LLC,**

Defendant.

Case No. 2024 CVH 01199

JUDGE VICTOR M. HADDAD

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and among the following Settling Parties (as defined in Section 3.23 below): Martin Creutz, Bonnie Cogswell, Phyllis Rice, Kathy Valentine, and Tiffany Callahan II (collectively referred to as “Plaintiffs”), individually and on behalf of the Settlement Class (defined in Section 2 below), by and through their counsel (“Proposed Settlement Class Counsel” or “Class Counsel” or “Plaintiffs’ Counsel”) and Carespring Health Care Management, LLC (“Defendant” or “Carespring,” and collectively, with Plaintiffs the “Parties”) by and through their counsel. This Settlement Agreement is subject to Court approval pursuant to Ohio Civil Rule 23 and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined in Section 3.17 below) against the Released Persons (as defined in Section 3.18 below), upon and subject to the terms and conditions hereof. This Settlement Agreement shall not become effective or enforceable unless and until the Court enters a Final Approval Order and Judgment (as defined in Section 3.10

below) approving this Settlement Agreement, and such order becomes final as defined in Section 3.9 below.

I. THE LITIGATION

Plaintiffs allege that a targeted cyberattack and data incident occurred on Defendant's network in October 2023, resulting in the unauthorized access of protected health information ("PHI") and personally identifiable information ("PII") within Defendant's network, including, without limitation, names, dates of birth, Social Security numbers, financial information, health insurance information, and medical information (collectively, "PHI" and "PII" are defined as "Private Information").

Plaintiff Phyllis Rice filed a Class Action Complaint against Defendant on August 29, 2024, in the Court of Common Pleas, Clermont County, Ohio, Case No. 2024 CVH 01199 (the "State Litigation"). Four other related federal actions were filed around the same time in the United States District Court, Southern District of Ohio: *Creutz v. Carespring Health Care Management, LLC*, No. 1:24-CV00447; *Glass v. Carespring Health Care Management, LLC*, No. 1:24-CV-00450; *Cogswell v. Carespring Health Care Management, LLC*, No. 1:24-CV-00451; and *Valentine v. Carespring Health Care Management, LLC*, No. 1:24-cv-000481. All four federal cases were ultimately consolidated with the first filed action, *Creutz v. Carespring Health Care Management, LLC*, No. 1:24-cv-00447 ("Federal Litigation").

After the cases were consolidated in the Federal Litigation and informal discovery was exchanged for settlement purposes, Class Counsel engaged in direct, arm's-length negotiations with Defendant's counsel and reached a settlement in principle resolving all claims in both the Federal Litigation and State Litigation. As a result, the Federal Litigation was voluntarily dismissed without prejudice on August 26, 2025. Thereafter, Plaintiffs Martin Creutz, Bonnie

Cogswell, Phyllis Rice, Kathy Valentine, and Tiffany Callahan II filed an Amended Class Action Complaint in this Court on October 24, 2025 (“**State Litigation**,” and together with the “**Federal Litigation**,” the “**Litigation**”).

The Parties have discussed and agreed upon all the terms and conditions of a settlement, which is memorialized in this Settlement Agreement (“**Settlement Agreement**”). Pursuant to the terms delineated below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, in the Litigation against Defendant and the Released Persons (as defined in Section 3.18 below) relating to the Data Incident (as defined in Section 3.7 below), by and on behalf of Plaintiffs and all Settlement Class Members (as defined in Section 2 below) (the “**Settlement**”).

II. PLAINTIFFS’ CLAIMS AND THE BENEFITS OF SETTLING

Plaintiffs believe that the claims asserted in the Litigation, as set forth in the operative pleadings, have merit. However, Plaintiffs and Class Counsel are aware of the expense, length of continued litigation, and uncertain outcome of further litigation at this time, particularly given the complex nature of this class action. Proposed Settlement Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have concluded that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class Members.

III. DENIAL OF WRONGDOING AND LIABILITY

Defendant denies any and all claims and contentions alleged against it in the Litigation. Defendant expressly denies all charges of wrongdoing or liability as alleged, or which could have been alleged, in the Litigation, and enters into this Settlement Agreement solely to avoid the burden, expense, and uncertainty of continued litigation. Defendant has concluded that further

conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

The Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Litigation fully, finally, and forever on behalf of all Settlement Class Members (as defined in Section 2) and for the Released Claims (as defined in Section 3.17 below) in accordance with the terms and conditions of this Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Litigation, subject to final approval of the judge presiding over the State Litigation (the “Court”).

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class Members, Class Counsel, and Defendant that, subject to the approval of the Court, 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 Parties and the Settlement Class Members, except those Settlement Class Members who timely and validly opt out of the Settlement Agreement in accordance with the procedures set forth herein and are not otherwise bound by this Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. **Settlement Structure:** The settlement shall be administered on a wholly claims-made basis. To receive any Settlement Benefits (as defined in Section 4) under this Settlement Agreement, Settlement Class Members must submit a Valid Claim (as defined in Section 3.26) to the Settlement Administrator (as defined in Section 3.22 below) within the time period specified

in the Notice (as defined in Section 3.14 below). No Settlement Benefits shall be paid unless and until a Valid Claim is submitted and approved in accordance with the terms of this Agreement.

2. **Settlement Class Definition:** The Settlement Class shall be “all individuals to whom Defendant sent written notice that their Private Information was potentially impacted in the Data Incident involving Defendant that occurred in October 2023.” Excluded from the Settlement Class are Defendant and its affiliates, parents, subsidiaries, officers, executives, directors, agents, and legal counsel, as well as the judge(s) presiding over the Litigation and their immediate family members and staff. All individuals who are members of the Settlement Class and who do not timely and validly opt-out of the Settlement shall be known as “**Settlement Class Members.**”

3. **Additional Definitions:** As used in this Settlement Agreement, the following terms shall have the meanings specified below:

- 3.1. **“Agreement” or “Settlement Agreement”** means this agreement.
- 3.2. **“Claim Form”** means the form that will be used by Settlement Class Members to submit a Settlement Claim to the Settlement Administrator and that is substantially in the form attached as **Exhibit C** to this Settlement Agreement. The Claim Form shall be signed and provide that Settlement Class Members represent, under penalty of perjury, that they are Settlement Class Members eligible to seek Settlement Benefits, and with respect to reimbursement of out-of-pocket losses under Section 4.2.1, the Settlement Class Members’ representations regarding their out-of-pocket losses are true and correct to the best of their knowledge and belief.
- 3.3. **“Claims Deadline”** means the postmark and/or online submission deadline for Settlement Claims pursuant to Section 4.2, which shall be 90 days after the Notice Commencement Date (as defined in Section 3.12).

- 3.4. **“Class Representative(s)”** or **“Plaintiffs”** means the five named plaintiffs in the Class Action Complaint: Martin Creutz, Bonnie Cogswell, Phyllis Rice, Kathy Valentine, and Tiffany Callahan II.
- 3.5. **“Costs of Settlement Administration”** means all actual and reasonable costs associated with or arising from Claims Administration, including but not limited to costs incurred by the Settlement Administrator (as defined in Section 3.21) for providing notice, processing claims, and distributing settlement benefits.
- 3.6. **“Data Incident”** means the data security incident involving the Defendant that occurred in October 2023, which allegedly impacted the Private Information of Plaintiffs and the Settlement Class Members.
- 3.7. **“Effective Date”** means the date on which all of the events and conditions specified in Section 3.9 below have occurred and been met. The Effective Date shall not be altered or delayed in the event the Court declines to approve, in whole or in part, the Attorneys’ Fees and Expenses Award or the Service Award (as defined in Sections 13 and 15 below, respectively). Further, the Effective Date shall not be altered in the event that an appeal is filed with the sole issue(s) on appeal being the Attorneys’ Fees and Expenses Award and/or the Service Award.
- 3.8. **“Final”** means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment (as that term is defined in Section 3.10 below); (iii) if any objection to the Settlement has been submitted by a member of the Settlement Class found by the Court to have standing to object, all such objections have been overruled, withdrawn, or otherwise resolved in a manner that

does not prevent the Settlement from becoming effective; and (iv) 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 has been or may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review.

- 3.9. **“Final Approval Order and Judgment”** means the Final Approval Order and Judgment entered by the Court pursuant to Section 16. The Proposed Final Approval Order and Judgment shall be submitted substantially in the form attached as **Exhibit E** to this Settlement Agreement.
- 3.10. **“Long Notice”** means the long form notice of Settlement to be posted on the Settlement Website, substantially in the form attached as **Exhibit B** to this Settlement Agreement.
- 3.11. **“Notice Date”** or **“Notice Commencement Date”** means thirty (30) days after the date of entry of the Preliminary Approval Order.
- 3.12. **“Objection Date”** means the date by which Settlement Class Members must file with the Court through the Court’s electronic case filing system or in person with the Clerk of Courts, and mail to Class Counsel and counsel for Defendant 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. The Objection Date shall be 60 days after the Notice Commencement Date.
- 3.13. **“Opt-Out Date”** means the date by which Settlement Class Members must mail to the Settlement Administrator 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. The Opt-Out Date shall be 60 days after the Notice Commencement Date.

- 3.14. **“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.
- 3.15. **“Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The proposed form of Preliminary Approval Order is attached to this Settlement Agreement as **Exhibit D**.
- 3.16. **“Proposed Settlement Class Counsel”** means Philip J. Krzeski of Chestnut Cambronne PA; Isabel DeMarco of Markovits, Stock & DeMarco, LLC; Kevin M. Cox of The Lyon Firm, LLC; Tyler J. Bean of Siri & Glimstad, LLP; and Scott E. Cole of Cole & Van Note, P.A.
- 3.17. **“Released Claims”** shall collectively mean any and all past, present, and future claims, demands, actions, 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; any claims under Ohio common law for invasion of privacy or intrusion upon seclusion and all similar statutes or

recognized causes of action in effect in any states in the United States; 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, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal 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 Persons based on, relating to, concerning or arising out of the alleged access to and/or exfiltration of personal information related to 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 Persons 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. Plaintiffs and the Settlement Class Members expressly waive, to the fullest extent permitted by law, any and all rights and benefits conferred upon

them by principles of law, including but not limited to those similar to Section 1542 of the California Civil Code, 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.

Plaintiffs and the Settlement Class Members expressly agree that California Civil Code Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, and notwithstanding any such later-discovered claims or facts, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Persons as defined in Section 3.18 and further detailed in the release provisions contained in this Settlement Agreement.

- 3.18. **“Released Persons”** means Defendant, its Related Entities, and each of their respective past, present, or future parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, directors, officers, principals, employees, agents, attorneys, representatives, insurers, reinsurers, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

3.19. “**Related Entities**” means Defendant’s respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, directors, officers, principals, employees, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is finally adjudicated by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity or occurrence of the Data Incident.

3.20. “**Settlement Administration**” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

3.21. “**Settlement Administrator**” means Simpluris, Inc. a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

3.22. “**Settlement Claim**” means a claim for Settlement Benefits made under the terms of this Settlement Agreement in Section 4.2 below.

3.23. “**Settling Parties**” means, collectively, Defendant and Plaintiffs, individually and on behalf of the Settlement Class.

3.24. “**Short Notice**” means the short notice of the proposed class action settlement, substantially in the form attached as **Exhibit A** to this Settlement Agreement. The Short Notice will direct recipients to the Settlement Website. The Short Notice will also inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out Date, the Objection Date, and the date of the Final Approval

Hearing (as defined in Section 9.9 below).

3.25. “**Unknown Claims**” means any of the Released Claims that any Settlement Class Member, including any Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Persons that, if known by him or her, might have affected his or her settlement with, and release of, the Released Persons, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement.

3.26. “**Valid Claims**” means Settlement Claims that are approved by the Settlement Administrator or found to be valid through the claims processing or Dispute Resolution process, in accordance with the requirements and procedures set forth in this Settlement Agreement.

4. Settlement Benefits

4.1. Credit Monitoring: All Settlement Class Members will be eligible to claim two (2) years of single-bureau credit monitoring services that include \$1,000,000 in fraud insurance. Settlement Class Members may select this benefit in addition to any monetary benefits for which they are eligible under Section 4.2.

4.2. Monetary Recovery: All Settlement Class Members will also be eligible to make claims for either the monetary recovery set forth in Sections 4.2.1 or 4.2.2 below. Collectively, the benefits described in Sections 4.1 and 4.2 are referred to herein as “Settlement Benefits,” and claims for such benefits are referred to as “Settlement Claims.” Each Settlement Class Member may submit only one Claim Form. Claim Forms must be postmarked or electronically submitted by 11:59 p.m. Eastern Time on the Claims Deadline.

4.2.1. Compensation for Out-of-Pocket Losses: Defendant agrees to make available the following compensation for Settlement Class Members who submit Valid Claims and support those claims with appropriate documentation. Claims will be subject to review for completeness and plausibility by the Settlement Administrator, and both Settlement Class Members submitting claims and Defendant will have the opportunity to seek review by a third-party claims referee, to be mutually agreed upon by the Settling Parties, if they dispute the Settlement Administrator's initial determination. Defendant will provide compensation for documented out-of-pocket losses, up to a total of \$4,500.00 per Settlement Class Member, upon submission and approval of a Valid Claim, for the following categories of losses: out of pocket expenses incurred as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or other identity theft insurance products purchased between October 12, 2023, and the Claims Deadline (as defined in Section 3.12). Compensation for the losses described in this Section 4.2.1 shall be paid only if: (a) the loss is an actual, documented, and unreimbursed monetary loss; (b) it is determined by the Settlement Administrator, or in the course of the appeals process, that the loss was caused by, or fairly traceable to, the Data Incident; (c) the loss occurred between October 12, 2023, and the Claims Deadline; (d) the Settlement Class Member made reasonable efforts to avoid,

or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance, identity theft insurance, and other applicable insurance coverage; and (e) documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Settlement Class Members must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Settlement Administrator in accordance with the claims administration procedures set out in Section 5 below. No payment shall be made for pain and suffering, emotional distress, personal/bodily injury, punitive damages, or any other non-economic losses.

4.2.2. Alternative Cash Payment: As an alternative to seeking compensation for Out-of-Pocket Losses under Section 4.2.1, each Settlement Class Member may choose to receive a one-time flat cash payment of \$50.00, without the need to provide documentation of actual losses.

5. **Disputed Claims:** If any dispute is submitted to the claims referee, the claims referee may approve the Settlement Administrator’s determination by making a ruling within fifteen (15) days. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days. 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 binding on all parties and non-appealable, except as may be required by applicable law or court order. Any Settlement Class Member referred to the claims referee shall

reasonably cooperate with the claims referee, including by either providing supplemental information as requested within fourteen (14) business days or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate after written notice and a seven (7) business day cure period shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) business days of receipt of all supplemental information requested, or within forty-five (45) business days of the initial dispute submission, whichever is later.

6. **Objection Procedures:** 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, as defined in Section 3.13. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number; (iii) 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 the objector's settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection Date, or electronically submitted by 11:59 p.m. Eastern Time on the Objection Date, to the Settlement Administrator, with copies to Proposed Settlement Class Counsel and counsel for Defendant at the

addresses specified in the Settlement Notice. The objector or his or her counsel may also file an objection with the Court in person at the Clerk of Courts or through the Court's electronic filing system if the objector's counsel is registered to use such system, with concurrent service on Proposed Settlement Class Counsel and Defendant's counsel by mail, hand delivery, or electronic service if counsel are registered for electronic service. For all objections mailed to Proposed Settlement Class Counsel and counsel for Defendant, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

Any Settlement Class Member who fails to comply with the requirements for objecting in this Section shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of this Section of the Settlement Agreement. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under applicable Ohio Rules of Civil Procedure and not through a collateral attack

7. **Opt-Out Procedure:** 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 Settlement Administrator. The written request must state the name, address, and phone number of the Person seeking to opt out. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked or, if submitted electronically through the Settlement Website, transmitted no later than the Opt-Out Date, as defined in Section 3.14. A request to opt out that does not include all the required

information, or that is sent to an address other than the one designated in the Notice, or that is not postmarked or transmitted by the deadline will be invalid, and the Person submitting the request will remain a Settlement Class Member and be bound by the Settlement Agreement. A Settlement Class Member who submits a valid Claim Form shall be deemed to have waived any right to opt out of the Settlement Class, and any subsequent request to opt out submitted after filing a Claim Form will be invalid and of no effect. All Settlement Class Members who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement. All Persons falling within the definition of the Settlement Class who do not request to opt out of the Settlement Class in the manner described in this paragraph shall be bound by the terms of the Settlement Agreement.

All Persons who submit valid notices of their intent to opt-out of the Settlement Class, as set forth above, 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 opt out of the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and any Judgment entered thereon.

Within ten (10) days after the Opt-Out Date, the Settlement Administrator shall provide written notice to Defendant’s counsel and Proposed Settlement Class Counsel of the number and identity of the Persons opting out, including copies of all opt-out requests received.

8. **Settlement Administration Fees:** Defendant will pay the entirety of the Costs of Settlement Administration, including the cost of Notice to Settlement Class Members as discussed in Section 9 below and in accordance with the Preliminary Approval Order.

9. **Settlement Administration Process:** After the settlement is preliminarily approved by the Court, the Settlement Administrator will provide notice to the Settlement Class

Members (“**Notice**”). Notice shall be provided by the Settlement Administrator as follows:

- 9.1. *Class Member Information:* No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that Defendant possesses.
- 9.2. The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- 9.3. *Settlement Website:* Before the dissemination of the Notice, the Settlement Administrator shall establish a settlement website after obtaining the Parties’ agreement to the name/URL (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.
- 9.4. *Short Notice:* Within thirty (30) days after the entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after

entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide notice to the Settlement Class Members as follows:

- 9.4.1. Via mail to the postal address in Defendant's possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;
- 9.4.2. In the event that a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- 9.4.3. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out Date and Objection Date, a Short Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final

requirement for mailing.

- 9.5. Publishing, on or before the Notice Commencement Date, the Claim Form, Long Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website until the Claims Deadline.
- 9.6. The Settlement Administrator will provide copies of the Long Notice and paper Claim Form, as well as this Settlement Agreement, upon request.
- 9.7. Contemporaneously with seeking final Court approval of the Settlement Agreement, Proposed Settlement Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.
- 9.8. The Short Notice, Long Notice, and other applicable communications to the Settlement Class Members may be adjusted by the Settlement Administrator in consultation and agreement with the Settling Parties as may be reasonable and not inconsistent with such approval. The Settlement Administration and notice process shall commence within thirty (30) days after entry of the Preliminary Approval Order.
- 9.9. Proposed Settlement Class Counsel and Defendant's counsel shall request that after notice is completed the Court hold a hearing (the "Final Approval Hearing") and grant final approval of the settlement set forth herein.
- 9.10. If fewer than one percent (1%) of Settlement Class Members have submitted Claim Forms after sixty (60) days have elapsed since the Notice Commencement Date, a postcard reminder notice will be sent to the Settlement Class Members ("Reminder

Notice").

9.10.1. The Reminder Notice may be in a form similar to Exhibit A to this Settlement Agreement, or in such other form as the Parties agree upon in writing.

9.10.2. The Reminder Notice will only be sent to Settlement Class Members for whom the Settlement Administrator has valid mailing addresses.

9.10.3. The Reminder Notice will not be sent to any Settlement Class Members: (a) who have already submitted Claim Forms under Section 4; (b) who have submitted written notices of their objections to the Settlement under Section 6; or (c) who have submitted written notices of their intent to Opt-Out of the Settlement Class under Section 7.

10. **Release:** Settlement Class Members, including Representative Plaintiffs, and any of them, 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 nevertheless Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment, upon the Effective Date, fully, finally and forever settled and released Defendant, all Released Persons, and all Released Entities from any and all Released Claims. The Plaintiffs and Defendant 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. Further, the Plaintiffs and Settlement Class Members covenant and agree that they shall not hereafter seek to establish liability against Defendant, Released Persons and/or Related Entities in whole or in part on any Released Claim. Notwithstanding any term herein, neither Defendant nor its Related Entities shall have or shall be deemed to have released, relinquished or discharged any claim or defense

against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

11. **Claims Period:** The Parties agree that the period for filing claims will commence on the Notice Commencement Date and conclude on the Claims Deadline (as that term is defined in Section 3.3).

12. **Service Award to Class Representatives:** Subject to Court approval, Defendant agrees to pay an award to each Class Representative that shall be separate and apart from any other sums agreed under Section 4 (“Service Award”). The amount of the Service Award to be paid to each of the five named Plaintiffs is \$2,500, for a total of \$12,500 in Service Awards. These Service Awards were not discussed or negotiated until all other substantive terms of the Settlement were finalized and agreed upon.

13. **Attorneys’ Fees and Expenses:** It is agreed and understood that attorneys’ fees and reimbursement of expenses will be paid above and beyond the class compensation outlined above and will not impact the amount of compensation allocable to the Settlement Class Members. Although the final award of any attorneys’ fees and expenses is subject to Court approval, Defendant takes no position on any request for attorneys’ fees and expenses up to \$305,000. These Attorneys’ Fees and reimbursed expenses were not discussed or negotiated until all other substantive terms of the Settlement were agreed upon. The amount of the award of attorneys’ fees and expenses, as approved by the Court, shall be defined as the **“Attorneys’ Fees and Expenses Award.”**

14. **Order of Preliminary Approval and Publishing of Notice of Final Approval Hearing:** As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendant shall jointly submit this Settlement Agreement

to the Court, and Proposed Settlement 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 substantially similar to **Exhibit D** in both terms and cost, requesting, *inter alia*:

- 14.1. Conditional certification of the Settlement Class for settlement purposes only;
- 14.2. Preliminary approval of the Settlement Class as set forth herein;
- 14.3. Appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- 14.4. Appointment of Plaintiffs as Class Representatives;
- 14.5. Approval of the Short Notice to be emailed or mailed to Settlement Class Members in a form substantially similar to the one attached as **Exhibit A** to this Settlement Agreement;
- 14.6. Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to the one attached as **Exhibit B** to this Settlement Agreement, which, together with the Short Notice, shall include a fair summary of the Parties' respective litigation positions, statements that the Settlement and notice of Settlement are legitimate and that the Settlement Class Members are entitled to Settlement Benefits under the Settlement Agreement, 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, and the date, time and place of the Final Approval Hearing;
- 14.7. Approval of a Claim Form to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as **Exhibit C** to this Settlement Agreement; and

14.8. Appointment of Simpluris, Inc. as the Settlement Administrator.

15. **Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and**

Service Awards and the Approval Hearing. Proposed Settlement Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards will be filed fourteen (14) days before the Objection Date.

16. **Motion for Final Approval, Final Approval Hearing, and Distribution of**

Settlement Funds Upon Final Approval. At least seven days before the Final Approval Hearing, Proposed Settlement Class Counsel will file a Motion for Final Approval. The Court will conduct the Final Approval Hearing after the Claims Deadline. At the Final Approval Hearing, the Court will resolve any Objections to the settlement, consider whether the settlement, including execution of notice to the Settlement Class and the claims administration, is fair, reasonable, and adequate. If the settlement is approved, the Settling Parties will submit the Proposed Final Approval Order and Judgment to the Court within 10 days after the Final Approval Hearing. Not later than 30 days after the Effective Date, Defendant will pay, or cause to be paid, all approved Service Awards, Attorneys' Fees and Expenses, Settlement Administration Fees, and the Settlement Payments.

17. **Conditions of Settlement, Effect of Disapproval, Cancellation or Termination.**

The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

17.1. The Court has entered the Judgment granting final approval to the Settlement as set forth herein; and

17.2. The Judgment has become Final, as defined in Section 3.10 of this Settlement Agreement.

- 17.3. If all conditions specified in Sections 17.1 and 17.2 are not satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 17.5, unless Proposed Settlement Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.
- 17.4. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Proposed Settlement Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List"). Defendant shall have the right to terminate this Settlement Agreement if the number of Settlement Class Members who timely and validly request exclusion exceeds 100 individuals.
- 17.5. In the event that the Settlement Agreement or the releases set forth in Sections 17.1 and 17.2 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 so as 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, the Defendant shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to Sections 5 and 9 above 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.

18. **Miscellaneous Provisions**

- 18.1. The Settling Parties (i) acknowledge that it is their intent to consummate this 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.
- 18.2. 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 herein.

- 18.3. 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 Persons; 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 Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons 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.
- 18.4. 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.
- 18.5. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.
- 18.6. This Settlement Agreement, including all exhibits hereto, contains the entire understanding between the Defendant and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements,

commitments, understandings, and writings between the Defendant and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between the Defendant and Plaintiffs.

- 18.7. Proposed Settlement Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative 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 non-material modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate and which do not adversely affect the Defendant's obligations or rights under this Settlement Agreement, in order to carry out the terms of this Settlement Agreement and to ensure fairness to the Settlement Class. Any material modifications or amendments shall require the written consent of all Settling Parties.
- 18.8. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.
- 18.9. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.
- 18.10. 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. The Court shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

- 18.11. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”
- 18.12. The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio.
- 18.13. All dollar amounts are in United States dollars (USD).
- 18.14. If a Settlement Class Member opts to receive settlement benefits via mailed check, cashing the settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. 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.” If a check becomes

void, the Settlement Class Member shall have until one hundred twenty (120) days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement Benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under Section 4 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred twenty (120) days after the Effective Date, requests for re-issuance need not be honored after such checks become void. Any funds from voided checks that are not re-issued or cashed shall revert to the Defendant.

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

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

Plaintiffs:

Martin Creutz

Date: _____

Bonnie Cogswell

Date: _____

Phyllis Rice

Date: _____

Kathy Valentine

Date: _____

Tiffany Callahan

Date: _____

Class Counsel:

Philip J. Krzeski
Chestnut Cambronne

Date: _____

Defendant:

Carespring Health Care Management, LLC

Date: _____

By: _____

Its: _____

Defendant's Counsel:

Christopher G. Dean
McDonald Hopkins LLC

Date: _____

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	To be determined
Defendant to Provide Class List	No later than 14 days after Preliminary Approval
Settlement Website activated	No later than 30 days after Preliminary Approval
Notice Date	No later than 30 days after Preliminary Approval
Class Counsel's Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representatives' Service Awards	At least 14 days before the Objection Date
Objection Date	60 days after the Notice Commencement Date
Opt-Out Date	60 days after the Notice Commencement Date
Claims Deadline	90 days after the Notice Commencement Date
<u>Final Approval Hearing</u>	At least 120 days after Preliminary Approval
Motion for Final Approval	At least 14 days before Final Approval Hearing