

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

In re MedStar Health Data Security Incident

Case No.: 1:24-cv-01335

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs Gwendolyn Riddick, Tina Goldsmith, Tracy Sanders, Evelyn Rios, Annie Slaton, and David Richter, individually, and on behalf of all others similarly situated, and Defendant MedStar Health, Inc., as of the date last signed below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Procedural History

1. Defendant owns and operates a regional healthcare system that provides a full complement of medical services through 120 entities, including ten hospitals in the Baltimore-Washington area. In the course of operating its medical facilities, Defendant collects, maintains, and stores its former and current patients' and employees' Personal Information.

2. Intermittently between January 25, 2023, and October 18, 2023, an unauthorized third party gained access to email accounts for three of Defendant's employees and accessed files containing Personal Information.

3. On May 3, 2024, Defendant began notifying by mail the former and current patients and employees, whose Personal Information may have been accessed during the Data Incident.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

4. On May 7, 2024, Plaintiff, Gwendolyn Riddick, filed the first complaint against Defendant asserting several causes of action related to its role in the Data Incident [DE #1].

5. Following the filing of Plaintiff Riddick's complaint, Defendant was named a defendant in five Related Actions in this District that are materially and substantively identical, as they have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident.

6. On May 22, 2024, Plaintiffs Riddick, Richter, Goldsmith, Sanders, and Rios filed a motion to consolidate the first five actions. [ECF No. 4].

7. On May 29, 2024, the Court granted the motion to consolidate the cases into this Action and set a deadline for Plaintiffs to submit applications for interim leadership. [ECF No. 5].

8. On June 12, 2024, counsel for Plaintiff Rios filed a motion to appoint themselves interim class counsel [ECF No. 14]. On the same day, counsel in the other four actions filed a joint motion to appoint themselves as interim class counsel. [ECF No. 15].

9. On June 24, 2025, the Court consolidated Plaintiff Slaton's case into this Action. [ECF No. 22].

10. On November 11, 2024, the Court appointed Jeff Ostrow, Ben Barnow, Danielle Perry, and Jason Rathod as interim class counsel in this Action. [ECF No 23].

11. Instead of engaging in protracted and costly litigation, the Parties decided to explore early resolution of the action and scheduled a mediation for March 26, 2025, with experienced class action mediator Bennett G. Picker, Esq.

12. On December 19, 2025, the Parties filed a motion to stay the action pending the outcome of the mediation. [ECF No. 28]. The Court granted the stay on the following day. [ECF No. 29].

13. In advance of the mediation, Plaintiffs consulted with liability and damage experts, propounded informal discovery requests to learn as much as possible in advance of mediation, and Defendant provided certain information in response to facilitate the mediation. The Parties also exchanged detailed mediation briefs outlining their positions with respect to jurisdiction, liability, damages, and other settlement-related issues.

14. The Parties mediated on March 26, 2025, and after nearly a full day of negotiation, agreed upon the material terms of this Settlement to resolve all claims on a classwide basis.

15. On March 31, 2025, the Parties filed a Joint Status Report informing the Court that the Parties had reached a settlement in principle, and requesting 45-days to finalize the Settlement Agreement and file preliminary approval papers. [ECF No. 30].

16. The Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties (both as defined below).

17. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in Plaintiffs' complaints, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of Plaintiffs' complaints in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in Plaintiffs' complaints. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of

this Agreement.

18. Plaintiffs have entered into this Agreement to recover on the claims asserted in their complaints, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in Plaintiffs' complaints lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

19. **"Action"** means the consolidated class action lawsuit entitled: *Gwendolyn Riddick v. Medstar Health, Inc.*, Case No. 1:24-cv-01335 (D. Md.), including the five Related Actions filed and consolidated therein.

20. **"Application for Attorneys' Fees, Costs, Expenses, and Service Awards"** means the application made with the Motion for Final Approval seeking Settlement Class Counsel's attorneys' fees and reimbursement of costs and expenses, as well as for Service Awards for the Plaintiffs.

21. **"CAFA Notice"** means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

22. **"Cash Payment"** means the cash compensation paid to Settlement Class Members who submitted a Valid Claim and elected either Cash Payment A – Documented Losses or Cash

Payment B – Alternate Cash Payment. All Cash Payments will be subject to a pro rata adjustment depending on the number and type of claims, and the amount remaining in the Net Settlement Fund following allocation of payment by the Settlement Administrator for Medical Data Monitoring Benefits.

23. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00 per Settlement Class Member that Settlement Class Members who incurred documented losses may elect pursuant to Section V herein.

24. “**Cash Payment B – Alternate Cash Payment**” means the Settlement Class Member Benefit consisting of an estimated \$100.00 cash payment that Settlement Class Members may elect pursuant to Section V herein.

25. “**Claim**” means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

26. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, that must be submitted to the Settlement Administrator by Settlement Class Members to elect the Settlement Class Member Benefits in this Settlement. The Claim Form may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

27. “**Claim Form Deadline**” shall be 90 days following the Notice Date and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment or Medical Data Monitoring.

28. “**Claimant**” means a Settlement Class Member or other individual who submits a Claim Form.

29. **“Claims Process”** means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

30. **“Class List”** means a list of Settlement Class Members’ names, and postal addresses, depending upon the records maintained by Defendant, that Defendant shall prepare and provide to the Settlement Administrator within 10 days of Preliminary Approval.

31. **“Court”** means the United States District Court for the District of Maryland and the Judge(s) assigned to the Action.

32. **“Data Incident”** means the cybersecurity incident that occurred intermittently between January 25, 2023 and October 18, 2023 and involved unauthorized access by an unknown, outside threat actor to the email accounts of three MedStar employees.

33. **“Defendant”** means MedStar Health, Inc., the defendant in this Action.

34. **“Defendant’s Counsel”** means Elizabeth A. Scully of Baker & Hostetler LLP.

35. **“Effective Date”** means the day after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

36. **“Escrow Account”** means the interest-bearing account that will hold the Settlement Fund to be established by the Settlement Administrator consistent with the terms and conditions described herein.

37. **“Final Approval”** means the final approval of the Settlement, which occurs when

the Court enters the Final Approval Order substantially in the form attached to the motion for Final Approval.

38. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, Expenses, and Service Awards.

39. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval. The Final Approval Order also includes the orders, which may be entered separately, determining the amounts of attorneys’ fees and costs awarded to Settlement Class Counsel and Service Awards to the Settlement Class Representatives.

40. “**Long Form Notice**” means the long form Notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

41. “**Medical Data Monitoring**” means the one year of CyEx Medical Shield Complete monitoring product that Settlement Class Members may elect to receive pursuant to Section V herein.

42. “**Medical Data Monitoring Benefits**” means the total costs to be paid from the Net Settlement Fund for all Valid Claims that elect to receive Medical Data Monitoring pursuant to Section V herein.

43. “**Motion for Final Approval**” means the motion that Plaintiffs and Settlement Class Counsel shall file with the Court seeking Final Approval of the Settlement, including

Settlement Class Counsel's Application for Attorneys' Fees, Costs, and Expenses .

44. **"Motion for Preliminary Approval"** means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

45. **"Net Settlement Fund"** means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Settlement Administration Costs; (ii) any Service Awards approved by the Court; and (iii) any Attorneys' Fees, Costs, and Expenses approved by the Court.

46. **"Notice"** means the Postcard Notice, Publication Notice, Settlement Website, and Long Form Notice that the Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

47. **"Notice Date"** means the date on which the Settlement Administrator sends the Email Notice or Postcard Notice, which shall be no later than 30 days after the Court enters the Preliminary Approval Order.

48. **"Notice Program"** means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Publication Notice, Long Form Notice, Settlement Website, and Settlement telephone line.

49. **"Notice of Deficiency"** means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim.

50. **"Objection Period"** means the period that begins on the Notice Date and that ends 60 days after the Notice Date.

51. **"Opt-Out Period"** means the period that begins on the Notice Date and that ends 60 days after the Notice Date.

52. **"Party"** means each of the Plaintiffs and Defendant, and **"Parties"** means Plaintiffs

and Defendant, collectively.

53. “**Personal Information**” means information collected by Defendant, directly or indirectly, pertaining to its current and former patients and employees, including, but not limited to their names, addresses, dates of birth, dates of service, medical providers’ names and locations, health insurance information, insurance ID numbers, payor names, and insurance carrier information.

54. “**Plaintiffs**” mean Gwendolyn Riddick, Tina Goldsmith, Tracy Sanders, Evelyn Rios, Annie Slaton, and David Richter.

55. “**Postcard Notice**” means the postcard Notice of the Settlement, substantially in the form attached hereto as *Exhibit 1* that the Settlement Administrator may disseminate to Settlement Class Members by mail.

56. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached to the Motion for Preliminary Approval.

57. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

58. “**Publication Notice**” means the notice, substantially in the form attached hereto as *Exhibit 3* that will be posted on the website www.medstarhealth.org through and including the Claim Form Deadline.

59. “**Related Actions**” means *Tina Goldsmith v. MedStar Health, Inc.*, No. 1:24-cv-01371; *David Richter v. MedStar Health, Inc.*, No. 1:24-01337; *Tracy Sanders v. MedStar Health, Inc.*, No. 1:24-01377; *Evelyn Rios v. MedStar Health, Inc.*, No. 24-cv-1418; and *Annie Slaton v. MedStar Health, Inc.*, No. 1:24-01523.

60. “**Releases**” means the releases and waiver set forth in Section XIV of this Agreement.

61. “**Released Claims**” means any and all actual, potential, filed or unfilled, known or unknown (including Unknown Claims), fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act arising out of or relating to the Data Incident, the operative facts alleged in the Action, including the complaints filed by the Plaintiffs in the Action and Related Actions and any amendments thereto, Defendant’s information security policies and practices, or Defendants’ maintenance or storage of Personal Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

62. “**Released Parties**” means Defendant, Defendant’s subsidiaries, affiliated and/or related companies, and each entity which is controlled by, controlling or under common ownership or control with Defendant, and each of the their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees. It is understood that to the extent a Released Party is not a party to the Agreement,

all such Released Parties are intended third-party beneficiaries of the Agreement.

63. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, spouses, and any other representatives of any of these persons and entities.

64. “**Service Award**” means the payment the Court may award to the Settlement Class Representatives in connection with their service in this Action.

65. “**Settlement Administrator**” means Kroll Settlement Administration, LLC (“Kroll”).

66. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, including any taxes owed by the Settlement Fund, as well as the cost of CAFA Notice.

67. “**Settlement Agreement**” or “**Settlement**” or “**Agreement**” means this Settlement Agreement between Plaintiffs and Defendant.

68. “**Settlement Class**” means all persons residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident. Excluded from the Settlement Class are (a) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (b) all persons who are directors or officers of Defendant; (c) governmental entities; (d) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Settlement Class is estimated to include approximately 183,079 persons.

69. **“Settlement Class Counsel”** means Jeff Ostrow of Kopelowitz Ostrow P.A., Ben Barnow of Barnow and Associates, P.C., Danielle Perry of Mason LLP, and Jason Rathod of Migliaccio & Rathod LLP.

70. **“Settlement Class Member”** means a member of the Settlement Class.

71. **“Settlement Class Member Benefit”** means the Cash Payment and/or Medical Data Monitoring that Settlement Class Members may Claim pursuant to Section V herein.

72. **“Settlement Class Representatives”** mean Plaintiffs Gwendolyn Riddick, Tina Goldsmith, Tracy Sanders, Evelyn Rios, Annie Slaton, and David Richter.

73. **“Settlement Fund”** means the non-reversionary cash fund that shall be established in the total amount of \$1,350,000.00, plus all interest earned thereon.

74. **“Settlement Payment”** means the total payment of \$1,350,000.00 to be made by Defendant for deposit into the Escrow Account according to the schedule and under the terms set forth in this Agreement. The Settlement Payment represents the total extent of Defendant’s monetary obligations under this Agreement.

75. **“Settlement Website”** means the website the Settlement Administrator will establish as a means for the Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The URL/domain name of the Settlement Website shall be agreed upon by the Parties. The Settlement Website shall remain online and operable for at least six months after Final Approval.

76. **“Valid Claim”** means a Claim Form submitted by a Settlement Class Member that

is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Settlement Fund

77. Within 23 days following Preliminary Approval, Defendant shall make an initial payment of \$250,000, as directed by the Settlement Administrator into the Escrow Account, which shall be available to cover Settlement Administration, Notice, Costs and Expenses incurred prior to entry of the Final Approval Order and Final Judgment, and Defendant shall pay the balance of \$1,100,000 into the Settlement Fund 14 days after the Effective Date. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay all Settlement Administration Costs, any Court-awarded attorneys' fees, costs, expenses, and Service Awards, and all Settlement Class Member Benefits. The timing set forth in this provision is contingent upon Defendant's receipt of a Form W-9 and payment instructions from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued. If Defendant does not receive this information by the date that the Preliminary Approval Order is issued, the initial payment specified by this paragraph shall be made within thirty (30)

Days after Defendant receives this information.

78. The funds in the Escrow Account shall be deemed a “qualified settlement fund” within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The funds in the Escrow Account shall earn interest for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed for any reasons, including for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant’s Counsel, Plaintiffs, and Settlement Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendant, Defendant’s Counsel, Plaintiffs, and Settlement Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

79. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Settlement Class Representatives and Settlement Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to those who paid the Settlement Payment; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

IV. Certification of the Settlement Class

80. Following execution of this Agreement, Settlement Class Counsel shall file a Motion for Preliminary Approval of this Settlement. Settlement Class Counsel shall provide Defendant's counsel with a draft of the Motion for Preliminary Approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 5**.

81. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if: (1) a Final Approval Order is not issued; (2) the Effective Date does not occur; or (3) the Agreement is otherwise terminated, then any certification of the Settlement Class shall be null and void, and for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. Plaintiffs and Settlement Class Counsel shall not reference this Agreement, any negotiations of this Agreement, or any action relating to the Agreement, including the Motion for Preliminary Approval, in support of any subsequent motion for class certification of any class in the Action.

V. Settlement Benefits

82. Settlement Class Members shall have until the Claim Form Deadline to submit a Claim. When submitting a Claim, Settlement Class Members must choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash Payment. Additionally, Settlement Class Members may elect to receive Medical Data Monitoring. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment for up to \$5,000.00 per Settlement Class Member, subject to pro rata adjustment as addressed below, upon presentment of documented losses related to the Data Incident that were incurred between January 25, 2023 and the Claim Form Deadline. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable and sufficient documentation supporting the losses. By way of example, reimbursable losses may include, but are not limited to, out-of-pocket credit monitoring costs incurred, out-of-pocket losses associated with any fraud or identity theft, such as loss of funds, bank fees, long-distance phone charges, postage, travel expenses, etc. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including, without limitation, compensation provided in connection with any identity protection and credit monitoring services. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

b. Cash Payment B – Alternate Cash Payment

As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash Payment, which is a cash payment in the estimated amount of \$100.00, subject to a pro rata adjustment as addressed further below.

c. Medical Data Monitoring

In addition to electing a Cash Payment, Settlement Class Members may elect one year of the CyEx Medical Shield Complete product to monitor medical and healthcare data. The product

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

83. ***Pro Rata Adjustments on Cash Payments*** – Cash Payments will be subject to a *pro rata* increase in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and court-approved Service Awards and Attorneys’ Fees, Costs, and Expenses, are insufficient to exhaust the entire Settlement Fund. Similarly, in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and court-approved Service Award and Attorneys’ Fees, Costs, and Expenses exhausts or exceeds the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Medical Data Monitoring Benefits, then for Cash Payment A – Documented Losses, and then for Cash Payment B – Alternate Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

84. **Business Practice Changes** – Defendant has undertaken reasonable steps to further secure its systems and environments.

VI. Settlement Approval

85. Following execution of this Agreement by all Parties and Settlement Class Counsel, Settlement Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by

Settlement Class Counsel and Defendant.

86. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint the Plaintiffs who sign this agreement as Settlement Class Representatives, and Jeff Ostrow, Ben Barnow, Danielle Perry, and Jason Rathod as Settlement Class Counsel, for Settlement purposes; (7) stay the Action pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Settlement Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

87. The Parties agree that, subject to Court approval, Kroll shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

88. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and distributing the Settlement Class Member Benefits.

89. The Settlement Administrator's duties include:
- a. Providing CAFA Notice;
 - b. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending out Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and distributing the Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
 - c. Establishing and maintaining the Settlement Fund and the Escrow Account approved by the Parties;
 - d. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
 - e. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
 - f. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
 - g. Responding to any mailed Settlement Class Member inquiries;
 - h. Processing all opt-out requests from the Settlement Class and promptly providing to Settlement Class Counsel and Defendant's counsel copies thereof;
 - i. Providing weekly reports to Settlement Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out

requests and objections received to date, and other pertinent information;

j. Make available for inspection by Settlement Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice;

k. Within seven days after the Opt-Out Deadline, the Settlement Administrator shall provide the Settlement Class Counsel and Defendant's Counsel a complete and final list of all Opt Outs;

l. Within seven days after the Objection Deadline, the Claims Administrator shall provide the Settlement Class Counsel and Defendant's Counsel with a copy of all objections submitted;

m. In advance of the Final Approval Hearing, preparing a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

n. Distributing, out of the Net Settlement Fund, Cash Payments by electronic means or by paper check;

o. Sending Settlement Class Members who elect Medical Data Monitoring emails instructing how to activate their Medical Data Monitoring service.

p. Paying Court-approved Attorneys' Fees, Costs and Expenses, and Service Awards out of the Settlement Fund;

q. Paying Settlement Administration Costs out of the Settlement Fund following approval by the Parties; and

r. Any other Settlement administration function at the instruction of Settlement Class Counsel and Defendant, including, but not limited to, verifying that the Settlement Fund has been properly administered and that the Cash Payments and Medical Data Monitoring access information have been properly distributed.

VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

90. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

91. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

92. The Postcard Notice shall be in a form substantially similar to that attached as **Exhibit 1** and include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, Expenses, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Settlement Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based

upon those dates and deadlines set by the Court in the Preliminary Approval Order. Before Notices are mailed, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with a proof copy (reflecting what the items will look like in their final form) so they may inspect the same for compliance with the Settlement Agreement and any orders of the Court. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

93. The Settlement Administrator shall establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but no later than the day before Notice is first initiated, with the URL/domain name of the website address to be agreed upon by the Parties. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

94. The Long Form Notice shall be in a form substantially similar to that attached hereto as **Exhibit 2** and also shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Date. the Postcard Notice and Publication shall direct Settlement Class Members to the Settlement Website to obtain the opt-out instructions.

95. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email

address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

96. Settlement Class Members cannot opt-out by telephone or by email. “Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed. Any such purported opt-out request(s) shall be void, and the Settlement Class Member(s) who is or are the subject of such purported opt-out requests shall be treated as a Participating 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 opt-out request in accordance with the provisions of paragraph 95 of this Agreement.

97. The Long Form Notice also shall explain the procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys’ Fees, Costs, Expenses, and Service Awards, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Settlement Website and Long Form Notice to obtain the objection instructions.

98. Objections must be filed with the Court, and sent by U.S. Mail to Settlement Class Counsel (at the address provided in paragraph 161), Defendant’s Counsel (at the address provided in paragraph 161), and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the last day of the Objection Period, as specified in the Notice, and the relevant Settlement Class Member must not have excluded herself from the Settlement Class. If submitted by mail, an objection shall be

deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. the case name and case number;
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, Expenses and Service Awards, and whether they will appear at the Final Approval Hearing;
- f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections

that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Within seven days after the Objection Deadline, the Settlement Administrator shall provide Settlement Class Counsel and Defendant's Counsel with copies of all objections submitted. Settlement Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

99. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. As early as practicable, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

IX. Claim Form Process and Disbursement of Settlement Class Member Benefits

100. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

101. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

102. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

103. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

104. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

105. Claim Forms that do not meet the terms and conditions of this Settlement shall be

promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Claimant or Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the Claim Form Deadline, or 21 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Settlement Class Counsel otherwise agree.

106. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;

f. The Claimant submitted a timely and valid request to opt out of the Settlement Class;

g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

h. Failure to submit a Claim Form by the Claim Form Deadline; and/or

i. The Claim Form otherwise does not comply with the requirements of this Settlement.

107. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims;

b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this Paragraph;

c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Settlement Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants;

d. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it has identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within twenty-one days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot

agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively; and

e. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

108. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

109. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Settlement Class Counsel or Defendant's Counsel. Additionally, Settlement Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

110. No person or entity shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, the Settlement Class, Settlement Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

111. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 30 days after the Effective Date.

112. Cash Payments will be made by electronic payment (subject to the approval of Settlement Class Counsel) or by paper check for Valid Claims, based on the method selected by

the Settlement Class Member on the submitted Claim Form. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Settlement Class Counsel and Defendant's Counsel. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided by the Settlement Class Member to the Settlement Administrator, the funds shall become residual funds, and the Settlement Class Member shall forfeit their entitlement right to the funds.

113. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that elected Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring, including the activation code. If the Settlement Class Member does not have an email address, then the Settlement Administrator will mail the Settlement Class Member with a Valid Claim that elected Medical Data Monitoring with information on how to enroll in the Medical Data Monitoring.

XI. Final Approval Order and Final Judgment

114. Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

115. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 14 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will

hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, Expenses, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, Expenses, and Service Awards provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement.

116. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XII. Attorneys' Fees, Costs, Expenses, and Service Awards

117. At least 14 days prior to the Opt-Out Deadline and Objection Deadline, Settlement Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs and expenses incurred related to the Litigation. The attorneys' fees, cost, and expense awards approved by the Court (the "Fee Award") shall be paid by the Settlement Administrator out of the Settlement Fund within 21 days of the Effective Date.

118. In recognition of the time and effort the Settlement Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities to the Settlement Class, and of the relief conferred on all Settlement Class Members by the Settlement, Settlement Class Counsel shall request a Service Award for the Settlement Class Representatives in an amount not to exceed \$2,500.00 each. The Service Awards shall be separate and apart from the Settlement Class Representatives' entitlement to Settlement Class Member Benefits. The Service Awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund within 21 days of the Effective Date.

119. This Settlement is not contingent on approval of the request for attorneys' fees, costs, expenses, or Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees, costs, expenses, and Service Awards were negotiated after all other material terms of the Settlement. The amount and timing of the attorneys' fees, costs, and expenses award and any Service Award are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

120. Should the Court award less than the amount sought by Settlement Class Counsel for either the attorneys' fees, costs, and expenses award or the Service Awards, the difference in

the amount sought and the amount ultimately awarded shall remain in the Settlement Fund for distribution to eligible Settlement Class Members.

121. Settlement Class Counsel agree to hold Defendant harmless from any claim regarding the division of any Fee Award, and any claim that the term “Settlement Class Counsel” fails to include any counsel, person, or firm who claims that they are entitled to a share of any award of attorneys’ fees, costs, and expenses in this Action.

122. Beyond making the payments into the Escrow Account in the total amount of \$1,350,000.00 as addressed in paragraph 77, Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of any Fee Award or any Service Awards. To the extent the Effective Date does not occur, Plaintiffs shall have no right to receive any Service Awards and Settlement Class Counsel shall have no right to receive any Fee Award.

XIII. Disposition of Residual Funds

123. In the event there are funds remaining in the Settlement Fund 20 days following the 180-day period to cash checks, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient approved by the Court. The Parties agree to propose the Maryland Bar Foundation, Inc. as the *cy pres* recipient.

XIV. Releases

124. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the claims asserted in the Action and any and all Released Claims, as against all Released Parties.

125. Upon the Effective Date, and in consideration of the Settlement relief and other

consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims as defined in Paragraphs 61 and 126.

126. The Released Claims include the release of Unknown Claims. “Unknown Claims” means any of the Released Claims that could have been raised in the Action and that any of the Releasing Parties do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendant and all other Released Parties, or might affect their decision whether to agree, object, or participate in the Settlement. Plaintiffs (on behalf of themselves and each Settlement Class Member) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims. Upon the Effective Date, the Plaintiffs expressly shall have, and all other Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, expressly waived and relinquished for the Released Claims, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code section 1542, which provides:

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

Upon the Effective Date, the Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Final Approval Order shall have, waived for the

Released Claims any and all provisions, rights and benefits conferred by any law of any state or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Settling Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

128. Plaintiffs expressly shall have, and all other Releasing Parties also shall be deemed to have, and by operation of the Final Approval shall have, agreed and acknowledged that they are bound by this Agreement and the Releases herein, even if a Releasing Party never receives actual notice of the Settlement and/or never receives a Cash Payment from the Settlement.

129. Settlement Class Members who opt-out of the Settlement (thus leaving the Settlement Class) prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

130. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court

order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

131. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

132. The Released Claims shall be included within the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “**Released Class Claims**”). The Released Class Claims shall constitute and may be raised as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

133. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Party, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

XV. Termination of Settlement

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

- a. Court approval of the Settlement consideration and the Releases set forth in this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

135. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then, unless the Parties agree otherwise in an executed writing, this Agreement shall be cancelled and terminated.

136. Additionally, Defendant shall have the sole option to terminate this Agreement if 175 or more Settlement Class Members opt-out of the Settlement. Defendant may notify Settlement Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Paragraph no later than 10 days after receipt of the final list of opt-outs from the Settlement Administrator, or the option to terminate shall be considered waived.

137. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement, as well as any documentation relating to the Agreement (including any declaration or brief filed in support of the Motion for Preliminary Approval or Motion for Final Approval), any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

138. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendant. However, Defendant shall have no

right to seek from Plaintiffs, Settlement Class Counsel, or the Settlement Administrator the Settlement Administration Costs incurred and/or paid up to the date of termination. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendant within 20 days of termination.

139. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

XVI. Effect of Termination

140. The grounds upon which this Agreement may be terminated are set forth in Section XV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Settlement Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

XVII. No Admission of Liability

142. This Agreement reflects the Parties' compromise and settlement of disputed claims.

This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in Plaintiffs' complaints. Defendant specifically denies that a class could or should be certified in the Action for litigation purposes. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

143. Settlement Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted independent investigation of the alleged claims. Settlement Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

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

145. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission

of, or evidence of, the validity of any claim made by the Plaintiffs or Settlement Class Members, or of any wrongdoing or liability of the Released Parties; or (b) 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 the Action or in any proceeding in any court, administrative agency, or other tribunal.

146. In addition to any other defenses Defendant or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XVIII. Miscellaneous Provisions

147. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

148. ***Headings.*** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

149. ***Invalidity.*** In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement, as long as the benefits of this Settlement Agreement to Defendant and the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

150. ***Third-Party Claims.*** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

151. ***Press Releases.*** If any press release is to be issued by a Party, including their respective counsel, concerning the Settlement, the language of such press release must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social media or the world wide web about this Litigation or the Settlement, other than what is posted by the Settlement Administrator on the Settlement Website.

152. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

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

154. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

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

156. ***Integration and No Reliance.*** This Agreement, including all exhibits hereto,

constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

157. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

158. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Maryland, without regard to the principles thereof regarding choice of law.

159. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

160. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all

Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

161. **Notices.** All notices provided for herein, shall be sent by email with a hard copy sent by overnight mail to:

If to Plaintiffs or Settlement Class Counsel:

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

If to Defendant or Defendant's Counsel:

Elizabeth A. Scully
BakerHostetler
1050 Connecticut Ave., N.W., Suite 1100
Washington, D.C. 20036
escully@bakerlaw.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

162. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by all the Parties or their successors in interest and, if the Settlement has been approved preliminarily by the Court, approved by the Court. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

163. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

164. **Authority.** Settlement Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

165. **Other Litigation.** Plaintiffs and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the Released Claims.

166. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

167. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendant shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

168. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in

addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge that had the right and ability to retain experts and specialists and that they reviewed and analyzed data that they and their experts and specialists, as applicable, used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement, which was negotiated in good faith and at arm's length, is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

169. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

Signature Page to Follow

IT IS SO AGREED TO BY THE PARTIES:

Dated: 06/04/2025

Gwendolyn Riddick

Gwendolyn C. Riddick
By: Gwendolyn C. Riddick (Jun 4, 2025 11:48 EDT)

Gwendolyn Riddick, individually and as
representative of the Class

Dated: 06/04/2025

Annie Slaton

By: _____

Annie Slaton, individually and as
representative of the Class

Dated: 06/05/2025

David Richter

By: _____
[david l richter \(Jun 5, 2025 12:17 EDT\)](#)

David Richter, individually and
as representative of the Class

Dated:

MedStar Health, Inc.

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

SETTLEMENT CLASS COUNSEL

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Ben Barnow
BARNOW and ASSOCIATES, P.C.

Dated:

Annie Slaton

By: _____

Annie Slaton, individually and as
representative of the Class

Dated:

David Richter

By: _____

David Richter, individually and _____
as representative of the Class

Dated: June 4, 2025

MedStar Health, Inc.

By:  _____

Name: OLIVER H. JOHNSON, II

Title: EXECUTIVE VP, CAO + GENERAL COUNSEL

IT IS SO STIPULATED BY COUNSEL:

SETTLEMENT CLASS COUNSEL

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Ben Barnow
BARNOW and ASSOCIATES, P.C.

Dated:

Annie Slaton

By: _____

Annie Slaton, individually and as
representative of the Class

Dated:

David Richter

By: _____

David Richter, individually and
as representative of the Class

Dated:

MedStar Health, Inc.

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

SETTLEMENT CLASS COUNSEL

Jeffrey Ostrow

Jeffrey Ostrow (Jun 4, 2025 08:48 EDT)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Ben Barnow

Ben Barnow (Jun 4, 2025 10:54 CDT)

Ben Barnow
BARNOW and ASSOCIATES, P.C.



Danielle Perry
MASON LLP


Jason Rathod (Jun 4, 2025 09:35 EDT)

Jason Rathod
MIGLIACCIO & RATHOD LLP

COUNSEL FOR DEFENDANT

Elizabeth Scully
BAKERHOSTETLER

Danielle Perry
MASON LLP

Jason Rathod
MIGLIACCIO & RATHOD LLP

COUNSEL FOR DEFENDANT

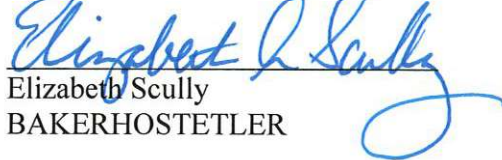

Elizabeth Scully
BAKERHOSTETLER

Exhibit 1

Electronic Service Requested

COURT-APPROVED LEGAL NOTICE

**If You Are a Person Residing in the
United States Who MedStar Health, Inc.
Identified as Having Personal
Information at Issue in the Data Incident,
You Are Eligible to Receive a Settlement
Class Member Benefit from a Class
Action Settlement.**

www.website.com

<<Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark barcode

<<FirstName>> <<LastName>>

<<Company>>

<<Address>>

<<Address2>>

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Case 1:24-cv-01335-BAH Document 34-1 Filed 06/06/25 Page 55 of 90

A proposed settlement has been reached in a class action lawsuit known as *Edward J. Riddick v. MedStar Health, Inc.*, Case No. 1:24-cv-01335, filed in the United States District Court for the District of Maryland.

What is this Action about? The people who sued are called the Plaintiffs or Class Representatives, and the company they sued, MedStar Health, Inc., is known as the Defendant in this case. The Action alleges that between January 25, 2023, and October 18, 2023, an unauthorized third party gained access to the email accounts of three of Defendant's employees and accessed containing' Personal Information. On May 3, 2024, Defendant began notifying by mail the former and current patients and employees, whose Personal Information may have been accessed during the Data Incident. Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.

Who is a Settlement Class Member? You are affected by the Settlement and potentially a Settlement Class Member if you are a person residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident.

What does the Settlement provide? The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims : (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; **or** (b) Cash Payment B – Alternate Cash Payment – an estimated \$100 Cash Payment subject to a *pro rata* (proportional) adjustment depending on the number and type of Valid Claims ; **and** (c) one year of CyEx's Medical Shield Complete to monitor medical and healthcare data.

How to make a Claim? You must file a Claim Form by mail **postmarked by [DATE]**, and mailed to the Settlement Administrator's address below, or online at **www.website.com** by **[DATE]**, to receive compensation from the Settlement.

What are my other rights?

- **Do nothing:** If you do nothing, you will remain in the Settlement, but you will not receive compensation. You give up your rights to sue Defendant or any other Released Parties related to the Data Incident, and you will be bound by the Releases of the Released Parties as defined in the Settlement Agreement.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue Defendant related to the Data Incident, but you will not receive any compensation from the Settlement. You must submit a valid and timely request to opt-out to the Settlement Administrator by **[DATE]**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement, or parts of it, should not be approved. Your written objection must be submitted by **[DATE]**. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found in the Long Form Notice found on the Settlement Website, **www.website.com**. The Court will hold the Final Approval Hearing on **[DATE]** at **[TIME]** a.m. ET **[and it may be conducted remotely]**, to consider whether the Settlement is fair, reasonable, and adequate and to consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund (\$450,000), plus reimbursement of reasonable costs and expenses incurred related to the Action, and Service Awards of \$2,500 for each of the Class Representatives. You may attend the hearing, but you don't have to.

This Notice is only a summary. For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at **www.website.com**, or call toll-free **(XXX) XXX-XXXX**. You may also contact the Settlement Administrator at Settlement Administrator - **<Case ID>** c/o [Settlement Administrator's Address].

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

Postage
Required

Settlement Administrator – <Case ID>

[Settlement Administrator's Address]

Address Update

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

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

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

Name: _____
First Name M.I. Last Name

Street Address: _____

Street Address 2: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ @ _____

Exhibit 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Maryland

Gwendolyn Riddick v. Medstar Health, Inc.

Case No. 1:24-cv-01335

A Court has authorized this Long Form Notice (“Notice”).

This is not a solicitation from a lawyer.

If You Are a Person Residing in the United States Who MedStar Health, Inc. Identified as Having Personal Information at Issue in the Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement

- A Court authorized this Notice to those that are eligible to receive Settlement Class Member Benefits from a proposed \$1,350,000 class action settlement. The Action is titled *Gwendolyn Riddick v. Medstar Health, Inc.*, Case No. 1:24-cv-01335, and is pending in the United States District Court for the District of Maryland. The people that filed the class action lawsuit are called Plaintiffs or Class Representatives, and the company they sued is MedStar Health, Inc. (“Defendant”). Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.

- **Who is a Settlement Class Member?**

All persons residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident.

Excluded from the Settlement Class (a) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (b) all persons who are directors or officers of Defendant; (c) governmental entities; (d) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:
 - ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to **\$5,000** per Settlement Class Member that had documented losses related to the Data Incident, upon submission of a Valid Claim and **supporting documentation**; **OR**
 - ❖ **Cash Payment B – Alternate Cash Payment:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash Payment, which is a Cash Payment in the estimated amount of **\$100** subject to a *pro rata* (proportional) adjustment depending on the number and type of Valid Claims.

Cash Payments will be subject to a *pro rata* (proportional) increase in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the

cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs, and Service Awards are insufficient to exhaust the entire Settlement Fund. Similarly, in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs, and Service Awards exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* (proportionally).

In addition to a Cash Payment, Settlement Class Members may also elect the following:

- ❖ **Medical Data Monitoring** – Settlement Class Members may elect one year of CyEx's Medical Shield Complete to monitor medical and healthcare data.
- To submit a Claim or obtain more information, visit www.website.com or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claim Form Deadline>>.

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

	Summary of Legal Rights	Deadline(s)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted via www.website.com or postmarked on or before <<Claim Form Deadline>>.
Exclude Yourself by Opting-Out of the Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<the last day of the Opt-Out Period>>.
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards. The Court cannot order a different settlement. You can also speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<the last day of the Objection Period>>.
Do Nothing	You will not receive any Settlement Class Member Benefit from this class action Settlement, but will remain a Settlement Class Member and be bound by the Releases.	N/A

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your**
Questions? Go to www.website.com or call (XXX) XXX-XXXX

rights – are explained in this Notice.

- The Court still will have 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	4
Who is in the Settlement	4
The Settlement Class Member Benefits—What You Get if You Qualify	5
How Do You Submit a Claim	6
Excluding Yourself from the Settlement	7
Objecting to the Settlement	8
The Lawyers Representing You	9
The Court’s Final Approval Hearing	10
If You Do Nothing	11
Additional Information	11

BASIC INFORMATION

1. Why is there a Notice?

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

Judge Brendan Abell Hurson of the United States District Court for the District of Maryland is overseeing this case captioned as *Gwendolyn Riddick v. Medstar Health, Inc.*, Case No. 1:24-cv-01335. The people who brought the lawsuit are called the Plaintiffs or Class Representatives. The company being sued, MedStar Health, Inc., is called the Defendant.

2. What is the Action about?

Defendant owns and operates a regional healthcare system that provides a full complement of medical services through 120 entities, including 10 hospitals in the Baltimore-Washington area. In the course of operating its medical facilities, Defendant collects, maintains, and stores its former and current patients' and employee' Personal Information.

The Action alleges that between January 25, 2023, and October 18, 2023, an unauthorized third party gained access to the email accounts of three of Defendant's employees and accessed files containing Personal Information. On May 3, 2024, Defendant by mail began notifying the former and current patients and employees whose Personal Information may have been accessed during the Data Incident.

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

3. Why is this a class action?

In a class action, one or more people called "Class Representatives" or "Plaintiffs" sue on behalf of all people who have similar claims. Together, all of these people are called a "Settlement Class," and the individuals are called "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

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

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Settlement Class Member if you are a person

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

residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident.

Excluded from the Settlement Class are (a) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (b) all persons who are directors or officers of Defendant; (c) governmental entities; (d) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

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

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

Settlement Administrator - <Case ID>
[Settlement Administrator's Address]

THE SETTLEMENT CLASS MEMBER BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Alternate Cash Payment – an estimated \$100 Cash Payment subject to a *pro rata* (proportional) adjustment depending on the number and type of Valid Claims; and (c) one year of the CyEx's Medical Shield Complete medical and healthcare data monitoring.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement Class Member Benefits:

- a) ***Cash Payment A - Documented Losses:*** Settlement Class Members may submit a Claim for up to a total of \$5,000 per Settlement Class Member, upon submission of a Valid Claim **and supporting documentation;**
 - To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable and sufficient documentation supporting the losses.
 - By way of example, reimbursable losses may include, but are not limited to, out-of-pocket credit monitoring costs incurred, out-of-pocket losses associated with any fraud or identity theft, such as loss of funds, bank fees, long-distance phone charges, postage, travel expenses, etc. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including, without

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

limitation, compensation provided in connection with any identity protection and credit monitoring services.

- If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

OR

- b) **Cash Payment B – Alternate Cash Payment:** a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash Payment, which is a cash payment in the estimated amount of \$100, subject to the proration discussed below. The amount of the Alternate Cash Payment will be adjusted *pro rata* based on the type and number of Valid Claims, and the amount remaining in the Settlement Fund for distribution.

All Cash Payments will be subject to a *pro rata* (proportional) increase in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs expenses, and Service Awards are insufficient to exhaust the entire Settlement Fund. Similarly, in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs, expenses, and Service Awards exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* (proportionally).

AND

In addition to electing a Cash Payment, Settlement Class Members may also elect:

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

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to Settlement Administrator - <Case ID>, [Settlement Administrator's Address]. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claim Form Deadline>> or by mail postmarked by <<Claim Form Deadline>>.

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

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

10. When will I get my Settlement Class Member Benefit?

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET [and it may be conducted remotely] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Cash Payments and Medical Data Monitoring activation codes will be distributed after the Settlement has obtained Final Approval by the Court and the time for all appeals has expired.

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

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendant, Defendant's subsidiaries, affiliated and/or related companies, and each entity which is controlled by, controlling or under common ownership or control with Defendant, and each of the their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees and assigns of each of them as well as covered entities associated with the Data Incident. This is just a summary. These Releases are described in detail in Section XIV of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to the law firms listed in Question 17 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

12. If I exclude myself, can I get a Settlement Class Member Benefit from this Settlement?

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

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

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

14. How do I exclude myself from the Settlement?

To exclude yourself, send a request to opt-out or written notice of intent to opt-out that says you want to be excluded from the Settlement. The request to opt-out must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement

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

Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Claim Form. You must mail your request to opt-out to the Settlement Administrator **postmarked by <<end of the Opt-Out Period>>**, to:

Settlement Administrator - **<Case ID>**
[Settlement Administrator's Address]

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with all or some part of the Settlement, and/or Application for Attorneys' Fees, Costs Expenses, and Service Awards by objecting to the Settlement. For an objection to be a valid objection under the Settlement, it must be filed with the Court, and sent by U.S. Mail to Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses listed below, postmarked by **no later than <<end of the Objection Period>>**.

Defendant's Counsel	Settlement Class Counsel
Elizabeth A. Scully BakerHostetler 1050 Connecticut Ave., N.W., Suite 1100 Washington, D.C. 20036 escully@bakerlaw.com	Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 ostrow@kolawyers.com
Clerk of the Court	Settlement Administrator
Clerk of the Court 101 West Lombard Street Baltimore, MD 21201	Settlement Administrator - <Case ID> [Settlement Administrator's Address]

Your objection must be written and must include all of the following:

- i) the objector's full name, mailing address, telephone number, and email address (if any);
- ii) the case name and case number;
- iii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- iv) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, Expenses, and Service Awards, and whether they will appear that the Final Approval Hearing;

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

- vi) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;
- vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- ix) the objector's signature (an attorney's signature is not sufficient).

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

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Ben Barnow of Barnow and Associates, P.C., Danielle Perry of Mason LLP, and Jason Rathod of Migliaccio & Rathod LLP, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Class Counsel be paid?

Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund (\$450,000), plus reimbursement of reasonable costs and expenses incurred related to the Action. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will include a request for Service Awards to the Class Representatives in recognition of their contributions to this Action not to exceed \$2,500 per Class Representative, which shall be paid from the Settlement Fund. The Service Awards shall be separate and apart from the Class Representatives' entitlement to Settlement Class Member Benefits.

Any attorneys' fees, costs, expenses, and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> ET, at the <<Court Address>>, Room [or remotely] as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. Additionally, the Court may also hear argument from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, Expenses, and Service Awards provided the objectors submitted timely objections that meet all of the requirements for objecting. The Court will also rule on the Application for Attorneys' Fees, Costs, Expenses, and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 15, the Court will consider it.

21. May I speak at the hearing?

To speak at the Final Approval Hearing, you must file an objection according to the instructions in Question 15, including all the required information. Your objection must be **mailed** to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the mailing addresses listed above, **postmarked by no later than <<end of the Objection Period>>**.

IF YOU DO NOTHING**22. What happens if I do nothing?**

If you do nothing, you will not receive any Settlement Class Member Benefits from this Settlement. If the Settlement is granted Final Approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Parties based on any claim that could have been or that was brought relating to the Data Incident. You will be bound by the Releases of the Released Parties as defined in the Settlement Agreement.

ADDITIONAL INFORMATION**23. How do I get more information?**

This Notice summarizes the Settlement. Complete details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.website.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

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

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

Settlement Administrator – <Case ID>

[Settlement Administrator's Address]

**PLEASE DO NOT CONTACT THE COURT AND CLERK OF THE COURT FOR
INFORMATION ABOUT THE CLASS ACTION SETTLEMENT**

Exhibit 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action lawsuit known as *Gwendolyn Riddick v. Medstar Health, Inc.*, Case No. 1:24-cv-01335, filed in the United States District Court for the District of Maryland.

What is this Action about? The people who sued are called the Plaintiffs or Class Representatives, and the company they sued, MedStar Health, Inc., is known as the Defendant in this case. The Action alleges that between January 25, 2023, and October 18, 2023, an unauthorized third party gained access to the email accounts of three of Defendant's employees and accessed files containing Personal Information. On May 3, 2024, Defendant began notifying by mail the former and current patients and employees whose Personal Information may have been accessed during the Data Incident. Defendant denies any wrongdoing whatsoever and the Court has not ruled that Defendant did anything wrong.

Who is a Settlement Class Member? You are affected by the Settlement and potentially a Settlement Class Member if you are a person residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident.

What does the Settlement provide? The Settlement provides the following Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; **or** (b) Cash Payment B – Alternate Cash Payment – an estimated \$100 Cash Payment subject to a *pro rata* (proportional) adjustment depending on the number and type of Valid Claims; **and** (c) one year of CyEx's Medical Shield Complete to monitor medical and healthcare data.

How to make a Claim? You must file a Claim Form by mail **postmarked by [DATE]**, and mailed to the Settlement Administrator's address below, or online at **www.website.com** by **[DATE]**, to receive compensation from the Settlement.

What are my other rights?

- **Do nothing:** If you do nothing, you will remain in the Settlement, but you will not receive compensation. You give up your rights to sue Defendant or any other Released Parties related to the Data Incident, and you will be bound by the Releases of the Released Parties as defined in the Settlement Agreement.
- **Exclude yourself:** You can get out of the Settlement and keep your right to sue Defendant related to the Data Incident, but you will not receive any compensation from the Settlement. You must submit a valid and timely request to opt-out to the Settlement Administrator by **[DATE]**.
- **Object:** You can stay in the Settlement but tell the Court why you think the Settlement, or parts of it, should not be approved. Your written objection must be submitted by **[DATE]**. Detailed instructions on how to file a Claim Form, exclude yourself, object, or appear at the hearing can be found in the Long Form Notice found on the Settlement Website, **www.website.com**. The Court will hold the Final Approval Hearing on **[DATE]** at **[TIME]** a.m. ET **[and it may be conducted**

remotely], to consider whether the Settlement is fair, reasonable, and adequate and to consider Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund (\$450,000), plus reimbursement of reasonable costs and expenses incurred related to the Action, and Service Awards of \$2,500 for each of the Class Representatives. You may attend the hearing, but you do not need to.

This Notice is only a summary: For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at www.website.com, or call toll-free (XXX) XXX-XXXX. You may also contact the Settlement Administrator at *Settlement Administrator - <Case ID>*, c/o [Settlement Administrator's Address].

Exhibit 4

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Your Claim must
be submitted
online or
postmarked by:
<<Claim Form
Deadline>>

CLAIM FORM FOR MEDSTAR DATA INCIDENT ACTION

Gwendolyn Riddick v. Medstar Health, Inc.
Case No. 1:24-cv-01335
United States District Court for the District of Maryland

MEDSTAR

GENERAL INSTRUCTIONS

Please read the Long Form Notice posted on the Settlement Website, www.Website.com, carefully before filing out this Claim Form and for more information on submitting a Claim Form and if you are part of the Settlement Class.

To receive a Settlement Class Member Benefit from this Settlement, you must submit the Claim Form by <<Claim Form Deadline>>.

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

Settlement Administrator - <Case ID>
[Settlement Administrator's Address]

Settlement Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to **\$5,000** per Settlement Class Member that had documented losses related to the Data Incident, upon submission of a Valid Claim and **supporting documentation**; **OR**
- ❖ **Cash Payment B – Alternate Cash Payment:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash Payment, which is a Cash Payment in the estimated amount of **\$100** subject to a *pro rata* (proportional) adjustment depending on the number and type of Valid Claims.

All Cash Payments will be subject to a *pro rata* (proportional) increase in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs, expenses, and Service Awards are insufficient to exhaust the entire Settlement Fund. Similarly, in the event the approved dollar amount of the Valid Claims, combined with the Settlement Administration Costs, the cost of Medical Data Monitoring, and Court-approved attorneys' fees, costs, expenses, and Service Awards exhausts the amount of the Settlement Fund, the amount of the Cash Payments will be reduced *pro rata* (proportionally).

In addition to the above benefits, the Settlement provides the following:

- ❖ **Medical Data Monitoring** – Settlement Class Members may elect one year of Cyex Medical Shield Complete to monitor medical and healthcare data.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 1 of 4
Page 1 of 4

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I. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

- ☐ **Digital Payment-** The payment email will be sent to the email address provided below. If no email is provided, you will receive a check.
- ☐ **Physical Check -** Payment will be mailed to the address provided below.

II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____@_____

Telephone Number (optional): (_____) _____ - _____

III. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

- ☐ Check this box to certify if you are a person residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident.

Enter the Class Member ID Number provided on your Postcard Notice:

Class Member ID: 0 0 0 0 0 _____

If you do not have this information but believe you may be a class member, please contact the Claims Administrator at 1-###-###-####.

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 2 of 4

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IV. CASH PAYMENT A – DOCUMENTED LOSSES

To qualify for a cash payment, you must be one of the individuals identified by Defendant as having Personal Information at issue in the Data Incident.

All Settlement Class Members may submit a Claim for up to a total of \$5,000 per Settlement Class Member, upon submission of a valid Claim Form and supporting documentation.

- To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable and sufficient documentation supporting the losses.
- By way of example, reimbursable losses may include, but are not limited to, out-of-pocket credit monitoring costs incurred, out-of-pocket losses associated with any fraud or identity theft, such as loss of funds, bank fees, long-distance phone charges, postage, travel expenses, etc. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including, without limitation, compensation provided in connection with any identity protection and credit monitoring services that were incurred between January 25, 2023 and the Claim Form Deadline.

If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected.

You must have documented losses incurred as a result of the Data Incident that were incurred between January 25, 2023 and the Claim Form Deadline and submit documentation to obtain this benefit.

☐ I have attached documentation showing that the documented losses were more likely than not caused by the Data Incident. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Documented Loss	Amount of Documented Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	07/17/20 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$_____.	

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 3 of 4

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

V. CASH PAYMENT B – ALTERNATE CASH PAYMENT

By checking the box below, I choose Cash Payment B – Alternate Cash Payment which is an estimated \$100 cash payment subject to proration. The amount of the Alternate Cash Payment will be adjusted *pro rata* (proportionally) based on the total of the Valid Claims received, and the amount remaining in the Settlement Fund for distribution. **Do not submit a Claim for Cash Payment A – Documented Losses above.**

☐

Yes, I choose an estimated \$100 Cash Payment.

IN ADDITION TO A CASH PAYMENT, YOU MAY ALSO SELECT THE SETTLEMENT CLASS MEMBER BENEFIT BELOW

VI. MEDICAL DATA MONITORING

☐

One year of Medical Data Monitoring

In addition to Claims for Cash Payment A or Cash Payment B, Settlement Class Members may elect to receive one year of CyEx Medical Shield Complete to monitor medical and healthcare data. CyEx Medical Shield Complete includes one bureau of credit monitoring, health insurance plan ID monitoring, Medicare beneficiary monitoring, medical record number monitoring, Dark Web Monitoring, health savings account monitoring, national provider identifier monitoring, high-risk transaction monitoring, security freeze assistance, and victim assistance. **You may also select one of the Cash Payment benefits above.**

VII. ATTESTATION & SIGNATURE

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

Signature

Date

Print Name

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 4 of 4
Page 4 of 4

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Once you've completed all applicable sections, please submit this Claim Form and all required documents either:
Online at www. .com by _____, **2025**; or mail this Claim Form and all required
supporting documentation to the address provided below, postmarked by _____, **2025**.

[INSERT CLAIMS ADMINISTRATOR
MAILING INFORMATION]

Questions? Go to www.Website.com or call toll-free (XXX) XXX-XXXX.

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Page 5 of 4
Page 5 of 4

Exhibit 5

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

In re MedStar Health Data Security Incident

Case No.: 1:24-cv-01335

**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement (“Settlement Agreement”) between Plaintiffs Gwendolyn Riddick, Tina Goldsmith, Tracy Sanders, Evelyn Rios, Annie Slaton, and David Richter and Defendant MedStar Health, Inc. (“Defendant” or “MedStar”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

Settlement Class Certification

2. The Court hereby conditionally certifies, pursuant to Federal Rule of Civil Procedure 23(b)(3), and for the purposes of settlement only, the following Settlement Class consisting of:

All persons residing in the United States whom Defendant identified as having Personal Information at issue in the Data Incident. Excluded from the Settlement

Class are (a) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (b) all persons who are directors or officers of Defendant; (c) governmental entities; (d) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (e) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Federal Rule of Civil Procedure 23(a)—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

a. The members of the class are too numerous for their joinder to be practicable.

There are approximately 183,079 Settlement Class Members.

b. Questions of law and fact common to the Settlement Class predominate over individualized questions.

c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed Settlement Class Counsel—Jeff Ostrow of Kopelowitz Ostrow P.A., Ben Barnow of Barnow and Associates, P.C., Danielle Perry of Mason LLP, and Jason Rathod of Migliaccio & Rathod LLP—have experience and expertise prosecuting class actions and have committed the necessary resources to represent the Settlement Class.

d. A class action is a superior method for the fair and efficient resolution of this matter.

4. The Court further finds, for settlement purposes only, that the requirements of Federal Rule of Civil Procedure 23(b)(3) have been met for the reasons stated in Plaintiffs' Motion, in that the questions of law or fact common to class members predominate over any questions

affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

Preliminary Approval of Settlement

5. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel.

6. For settlement purposes only, Plaintiffs Gwendolyn Riddick, Tina Goldsmith, Tracy Sanders, Evelyn Rios, Annie Slaton, and David Richter are appointed as Settlement Class Representatives.

7. For settlement purposes only, the following counsel are hereby appointed as Settlement Class Counsel:

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
1 W. Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
Telephone: (954) 525-4100
ostrow@kolawyers.com

Ben Barnow
BARNOW AND ASSOCIATES, P.C.
205 West Randolph Street, Ste. 1630
Chicago, IL 60606
Tel: 312.621.2000
Fax: 312.641.5504
b.barnow@barnowlaw.com

Danielle Perry
MASON LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
Telephone: (202) 429-2290
dperry@masonllp.com

Jason Rathod
MIGLIACCIO & RATHOD LLP

412 H Street NE, Ste. 302
Washington, DC, 20002
Telephone: (202) 470-3520
jrathod@classlawdc.com

Manner and Form of Notice

8. The Court approves, in form and content, the Postcard Notice, Long Form Notice, and Publication Notice attached to the Settlement Agreement as Exhibits 1, 2, and 3, respectively, and finds that they meet the requirements of Federal Rule of Civil Procedure 23(c)(2) and satisfy due process.

9. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23(c)(2) and (e) and constitutes the best notice practicable under the circumstances, where Settlement Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Kroll Settlement Administration, LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than 90 days after the Notice Date. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 4.

13. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form and/or be electronically submitted to the Settlement Administrator via the Settlement Website no later than 90 days after the Notice Date. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Class Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

15. Settlement Class Counsel may file a motion seeking an award of attorneys' fees, costs, and expenses, as well as Service Awards for the Settlement Class Representatives, in accordance with the terms of the Settlement Agreement, no later than 14 days prior to the Opt-Out Deadline and Objection Deadline.

Exclusions from the Settlement Class

16. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests

must be received by the Settlement Administrator at the address specified in the Settlement Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 60 days after the Notice Date.

17. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

18. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

Objections to the Settlement

19. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Settlement Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, with the Clerk of the Court, and served upon Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 60 days after the Notice Date.

20. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing,

a. the objector's full name, mailing address, telephone number, and email address (if any);

b. the case name and case number;

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, Expenses, and Service Awards, and whether they will appear at the Final Approval Hearing;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

g. a list of all persons who will be called to testify at the Final Approval

Hearing in support of the objection (if any);

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

21. Settlement Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

22. Objections must be filed with the Court and served on Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than sixty (60) Days after the Notice Date. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same.

23. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Settlement Class Counsel's fee, cost, and expense application and/or the request for Service Awards to the Settlement Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written

objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify at the Final Approval Hearing, which shall be attached.

24. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

Final Approval Hearing

25. All papers in support of the Final Approval of the Settlement shall be filed at least 14 days prior to the Final Approval Hearing.

26. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Class Claims against any of the Released Persons.

27. A Final Approval Hearing shall be held before the Court on [REDACTED], at [REDACTED] .m., in the United States District Court for the District of Maryland, 101 West Lombard Street, Baltimore, MD 21201 (or at such other time and location as the Court may deem appropriate, including [REDACTED], without further direct notice) for the following purposes:

- a. Determine that the Settlement is fair, adequate and reasonable;

- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the other Released Parties from the Released Claims; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

28. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

29. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

Temporary Stay

30. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

Termination of the Settlement

31. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

Upcoming Deadlines

32. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide Settlement Class List to Settlement Administrator	10 Days after entry of Preliminary Approval Order
Notice Date	30 Days after entry of Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and the Service Awards for Settlement Class Representatives	14 Days prior to the Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	60 Days after Notice Date
Deadline for Class Members to Submit Claim Forms	90 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 120 Days after the entry of this Order

IT IS SO ORDERED.

ENTERED: _____

Hon. Brendan A. Hurson
United States District Judge