

**IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

STEVEN HALL, individually and on behalf of his minor children, S.H., S.D.H., and L.H., DIAMOND DAVIS, and CHANTEL CARMICKLE, individually and on behalf of all others similarly situated, Plaintiffs, v. ROSELAND COMMUNITY HOSPITAL ASSOCIATION, Defendant.	Case No. 2024CH10367 Hon. Joel Chupack
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SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant, 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 Roseland Community Hospital Association (“Roseland”) is a healthcare services provider organized under the laws of Illinois that serves the southside community of Chicago.

2. In the course of its ordinary business practices, Defendant collects, retains, and stores consumer personally identifiable information (“PII”) and protected health information (“PHI” and collectively with PII, “Private Information”), including names, addresses, dates of

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

birth, diagnosis, lab results, medications, treatment information, health insurance information, provider names, and/or dates of treatment, Social Security numbers, and driver's license numbers.

3. On June 2, 2024, Defendant experienced a Data Incident. In response, Defendant secured its systems, launched an internal investigation, notified law enforcement, and engaged a third-party forensic firm to assist in an investigation which revealed that Private Information was potentially impacted.

4. On August 1, 2024, Roseland posted notice of the Data Incident on its website. Thereafter, it mailed written notification letters to approximately 101,354 individuals whose information may have been impacted.

5. Following news of the Data Incident, on November 25, 2024, Plaintiff Steven Hall, as parent and natural guardian of S.H., S.D.H., and L.H. filed a class action lawsuit in the Circuit Court of Cook County, Illinois. Plaintiffs Diamond Davis, and Chantel Carmickle filed similar suits soon thereafter. A Motion to Consolidate the Actions and Appoint Counsel was granted on April 9, 2025, and Plaintiffs filed their Amended Complaint on April 29, 2025.

6. On June 4, 2025, Roseland filed a Motion to Dismiss. The Motion was fully briefed by the Parties, and on October 6, 2025, the Court entered an Order granting in part and denying in part Defendant's Motion to Dismiss. On December 11, 2025, Defendant filed an Answer and Affirmative Defenses in response to Plaintiffs' Amended Complaint.

7. Shortly thereafter, to conserve resources for the benefit of those who may have been impacted in the Data Incident, the Parties began discussing mediation and settlement. On December 16, 2025, the court entered a Stay of Execution on all case deadlines until after mediation.

8. In connection with their settlement discussions and mediation, Defendant provided

Plaintiffs with informal discovery, including information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals potentially impacted by the Data Incident, and the specific type of information potentially accessed.

9. The Parties engaged experienced data security mediator, Bennett Picker. After a lengthy mediation at arms-length negotiations between experienced counsel that took place on May 13, 2026, the parties reached an agreement in principle to settle the matter on a class-wide basis.

10. The material terms of this class-wide Settlement are now codified in this Settlement Agreement.

11. The Parties' counsel, who are experienced in class actions and specifically data security litigation, discussed the terms of a class wide settlement. The negotiations were arms-length and hard fought.

12. 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. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, 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 the complaints or in the Complaint, and disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. 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. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint 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

13. “**Action**” means the putative class action lawsuit entitled: *STEVEN HALL, individually and on behalf of his minor children, S.H., S.D.H., and CHANTEL CARMICKLE, individually and on behalf of all others similarly situated v. ROSELAND COMMUNITY HOSPITAL ASSOCIATION*, Case No. 2024CH10367, pending in the Circuit Court of Cook County, Illinois, Chancery Division.

14. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between Plaintiffs and Defendant.

15. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Class Counsel’s attorneys’ fees, reimbursement for costs, and for Service Awards for the Class Representatives.

16. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for Cash Payment A and Cash Payment B under Section IV herein.

17. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment of \$5,000.00, that Settlement Class Members, who

incurred documented losses, may elect pursuant to Section V herein.

18. “**Cash Payment B – Pro Rata Cash**” means the Settlement Class Member Benefit in the estimated amount of \$50.00 that Settlement Class Members may elect pursuant to Section V herein.

19. “**Claim**” means the submission of a Claim Form by a Claimant.

20. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

21. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 1*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

22. “**Claim Form Deadline**” means the final time and date by which a Claim Form must be postmarked or submitted to the Settlement Website for a Settlement Class Member to be eligible for any of the Settlement Class Member Benefits. The Claim Form Deadline shall be 90 days after the Notice Completion Deadline.

23. “**Claims Process**” means the process by which Claimants submit Claims to the Settlement Administrator and the Settlement Administrator reviews the Claims to determine which ones are Valid Claims.

24. “**Class Counsel**” means Gary M. Klinger of Milberg PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, and William B. Federman of Federman & Sherwood.

25. “**Class List**” means the list of approximately 101,354 Settlement Class Members Defendant will provide to the Settlement Administrator for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant’s records. The Class List shall include all known contact information for

the Settlement Class Members, including full names, last known addresses, and email addresses (if available).

26. “**Class Representatives**” means the Plaintiffs who sign the Settlement Agreement.

27. “**Complaint**” means the Amended Class Action Complaint filed by Plaintiffs in this Action on April 29, 2025.

28. “**Court**” means the Circuit Court of Cook County, Illinois, Chancery Division, and the Judge(s) assigned to the Action.

29. “**Data Incident**” means the potential unauthorized access to Plaintiffs’ and Settlement Class Members’ Private Information that occurred on or about June 2, 2024 and that is the subject of the Complaint.

30. “**Defendant**” means Roseland Community Hospital Association.

31. “**Defendant’s Counsel**” means Casie C. Collignon of Baker & Hostetler LLP.

32. “**Effective Date**” means one (1) business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, to the extent there are objectors who would have standing to challenge the Court’s order granting final approval; (ii) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees, costs, and expenses or Service Awards to Settlement Class Representatives shall not affect the “Effective Date” or any other aspect of the Final

Approval Order and Judgment.

33. “**Escrow Account**” means an interest-bearing bank escrow account established at an escrow agent and administered by the Settlement Administrator.

34. “**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.

35. “**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, and Service Awards.

36. “**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 to the Motion for Final Approval.

37. “**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 email, if such email address is known, or mail, if such email address is not known, on request made to the Settlement Administrator.

38. “**Medical Records Monitoring**” means one year of the CyEx Medical Shield Complete product, or its equivalent, that participating Settlement Class Members may elect as a benefit in the Settlement.

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

40. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

41. **“Net Settlement Fund”** means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, and Service Awards.

42. **“Notice”** means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

43. **“Notice Commencement Deadline”** means the first day by which Notice must begin to be issued to the Settlement Class Members and will occur no later than 30 days after the entry of the Preliminary Approval Order.

44. **“Notice Completion Deadline”** means the date by which the Settlement Administrator must complete the mailing or email of Notice to Settlement Class Members, which shall be 15 days after the Notice Commencement Deadline.

45. **“Notice Program”** means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

46. **“Notice of Deficiency”** means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

47. **“Objection Deadline”** means the deadline for Settlement Class Members to submit objections to the Settlement, which shall be 60 days from the Notice Completion Deadline.

48. **“Opt-Out Deadline”** means the deadline for a Settlement Class Member to request exclusion from the Settlement, which shall be 60 days from the Notice Completion Deadline.

49. **“Party”** means either Plaintiffs or Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.

50. **“Plaintiffs”** means Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H., Diamond Davis, and Chantel Carmickle.

51. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 3***, that the Settlement Administrator may disseminate to Settlement Class Members by email or mail.

52. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

53. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as ***Exhibit 4***.

53. “**Private Information**” means information collected and/or maintained by Defendant, including names, addresses, dates of birth, diagnosis, lab results, medications, treatment information, health insurance information, provider names, and/or dates of treatment, Social Security numbers, and driver’s license numbers.

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

55. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, 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, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory, 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 relating to the Data Incident or the claims alleged in the Action.

56. “**Released Parties**” means Defendant and Defendant’s past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries,

affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees, and any other person acting on Defendant's behalf, in their capacity as such.

57. **"Releasing Parties"** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

58. **"Service Awards"** means the payment the Court may award Plaintiffs for serving as Class Representatives, not to exceed \$2,500.00 for each Class Representative, which is in addition to any Valid Claim for Settlement Class Member Benefit. The Service Awards shall be paid from the Settlement Fund.

59. **"Settlement Administrator"** means Kroll Settlement Administration, the third-party notice and claims administrator engaged by the Parties.

60. **"Settlement Administration Costs"** means all reasonable costs and fees incurred by the Settlement Administrator regarding Notice and Settlement administration.

61. **"Settlement Class"** means all individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident. Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendant, and any entity in which Defendant or its parents have a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) all Settlement Class Members who timely and validly opt-out of the Settlement Class; 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.

62. “**Settlement Class Member**” means any member of the Settlement Class who has not opted out of the Settlement.

63. “**Settlement Class Member Benefits**” means the Medical Records Monitoring and the Cash Payments that Settlement Class Members may elect in the Settlement.

64. **Settlement Fund**” means the non-reversionary \$650,000.00 in cash that Defendant is obligated to fund or cause to be funded under the terms of the Settlement.

65. “**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 Settlement Website shall remain online and operable for at least six months after Final Approval.

66. “**Valid Claim**” means a Claim 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. Central 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

67. Roseland agrees to make payments, or cause payments to be made, in total of \$650,000.00 into the Escrow Account establishing the Settlement Fund. Roseland agrees to provide funding into the Escrow Account establishing the Settlement Fund for any Notice and Administration Costs within 30 Days after the receipt of an invoice and payment instructions from the Settlement Administrator. Within 30 Days after the Effective Date, and upon receipt of payment instructions, whichever is later, Roseland will pay the remainder of the Settlement Fund, to make a total of \$650,000.00 in payments. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Roseland's total liability shall not exceed \$650,000.00 absent an express written agreement between the Parties to the contrary. Defendant shall not be responsible for any other payments under the Settlement. The Settlement Fund will be used to pay: (a) all claims for Cash Payments and Medical Records Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys' fees, costs, and Service Awards to Class Representatives.

68. 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. All interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) levied on the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or

state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and 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 Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

69. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. 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 a Final Approval Order is not issued, then any certification 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 Class Counsel shall not reference this Agreement in support of any subsequent contested motion for class certification of any class in the Action.

V. Settlement Consideration

70. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive a Cash Payment and/or Medical Records Monitoring. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release all Released Claims against the Released Parties, be bound by this Agreement, and will not receive a Settlement Class Member Benefit.

71. **Cash Payments.** All Settlement Class Members may submit a Claim for Cash Payment options: (a) Cash Payment A – Documented Losses; and (b) Cash Payment B – *Pro Rata* Cash. Additionally, all Settlement Class Members may elect to receive one year of Medical

Records Monitoring.

Settlement Class Members may select one of the following two cash payment options:

a. **Cash Payment A – Documented Losses.**

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentment of documented losses related to the Data Incident. Documented losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were fairly traceable to the Data Incident; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. Such documented losses must be fairly traceable to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form and attest under penalty of perjury to having incurred documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not "self-prepared" that demonstrates the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. 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, and the Settlement Class Member did not already make a Claim for Cash Payment B, the Documented Loss Claim will be converted to Cash Payment B – *Pro Rata* Cash Claim.

b. **Cash Payment B – *Pro Rata* Cash.**

All Settlement Class Members may elect to receive Cash Payment B – *Pro Rata* Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$50.00.

72. ***Pro Rata* Adjustments on Cash Payments** – Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments 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 Settlement Fund in the following order: (1) Medical Records Monitoring Claims, (2) Cash Payment A – Documented Losses Claims, and (3) Cash Payment B – *Pro Rata* Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund.

73. **Medical Records Monitoring.** In addition to having the option to elect Cash Payment A and Cash Payment B, all Settlement Class Members may elect to receive a code to activate one year of CyEx’s Medical Shield Complete product, or its equivalent. The Medical Records Monitoring will include up to \$1 million dollars of identity theft insurance coverage. This shall be available to any Settlement Class Member regardless of whether they previously received a credit monitoring product related to the Data Incident or otherwise.

74. **Business Practice Changes.** Prior to Final Approval and upon request, Defendant

will provide Class Counsel with a confidential writing, not for filing, of the cyber security measures implemented following the Data Incident and the amount spent by Defendant implementing these changes to the extent reasonably calculable. The costs of any such security measures on the part of Defendant shall be fully borne by it and under no circumstances will such costs be deducted from the Settlement Fund.

VI. Settlement Approval

75. Within 14 days of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which 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 Class Counsel; (7) appoint Plaintiffs as the Class Representatives; (8) appoint the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

76. The Parties agree that, subject to Court approval, Kroll Settlement Administration 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 and the laws of the

State of Illinois.

77. 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, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims.

78. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms upon request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. 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 communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;

g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

h. In advance of the Final Approval Hearing, preparing a declaration confirming 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, the value of the Valid Claims submitted to date, 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;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for Settlement Class Member Benefits;

j. Collecting from Defendant the funds necessary to pay the Valid Claims;

k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims;

l. Facilitating procurement of the Medical Records Monitoring services and product activation codes, and distributing the activation codes to Settlement Class Members; and

m. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Class Member Benefits have been properly distributed.

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

79. Defendant will make available to the Settlement Administrator the Class List no later than 10 days after entry of the Preliminary Approval Order. Defendant will ensure the class list contains any updated address information learned through advanced searches performed when it sent data breach notification letters, if any.

80. 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. The dissemination of the Notices shall be completed by the Notice Completion Date.

81. Settlement Class Members shall be sent a Postcard Notice.

82. 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 a national change-of-address and skip-tracing database that can be utilized for such purpose. No later than 14 days before the Opt-Out and Objection Deadlines, 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.

83. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class Members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, 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. 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. 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.

84. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Commencement Deadline. 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.

85. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class Member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The opt-out request must: (i) be personally signed by the Settlement Class Member; (ii) contain the requestor's name, address, telephone number, and email address (if any); (iii) contain the name and number of the Action: *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH10367, pending in the Circuit Court for Cook County, Chancery Division, Illinois; and (iv) include a statement indicating a request to be excluded from the Settlement Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. Any Settlement Class Member who does not timely and validly request to

opt-out shall be bound by the terms of this Agreement, including the Releases and Released Claims, even if that Settlement Class Member does not submit a Valid Claim.

86. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, 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 Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves 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 private courier (e.g., FedEx), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

- a. The name and number of the Action: *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH10367, pending in the Circuit Court for Cook County, Chancery Division, Illinois;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Long Form Notice you received;
- d. all grounds for the objection, accompanied by any legal support for the

objection known to the objector or objector's counsel;

e. 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;

f. 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 Application for Attorneys' Fees, Costs, and Service Awards;

g. 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;

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

88. Any Settlement Class Member who fails to comply with each and every requirement in the preceding paragraphs and any additional requirements set forth in the Long Form Notice or the Preliminary Approval Order shall waive and forfeit any and all rights to object to the Settlement, and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to this Agreement shall be through the objection procedures set forth in this Section. Any challenge to this Agreement or the Final Approval Order, including on appeal, must be made in accordance with the terms and procedures set forth in this Agreement.

89. A Settlement Class Member who objects to the Settlement, but also submits an opt-out, will be deemed to have opted-out of the Settlement and the objection will be overruled for lack of standing.

IX. Claim Form Process and Disbursement of Cash Payments

90. The Notices 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.

91. 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. Claim Forms must be submitted online or postmarked by the Claim Form Deadline.

92. 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.

93. 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 duplicate, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

94. 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.

95. 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 15 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 Class Counsel otherwise agree.

96. 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.

97. 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. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

98. 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 Class Counsel or Defendant's Counsel. Additionally, 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.

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

100. The Settlement Administrator shall distribute the Medical Records Monitoring activation codes to Settlement Class Members no later than 45 days after the Effective Date.

101. No later than 60 days after the Effective Date, or as soon as all Claim deficiencies are resolved via the process set forth herein, whichever is later, the Settlement Administrator shall distribute the Cash Payments to Settlement Class Members.

102. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check based upon the payment selection made by each Settlement Class Members on their Claim Form. Settlement Class Members who do not provide correct or complete information to receive an electronic payment shall receive a paper check in the mail. Paper checks must be negotiated within 120 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures, but in no event longer than 60 days, to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them.

103. Settlement Class Members may submit one, and only one, request to have a paper check reissued. Any reissued paper check must be negotiated within 30 days of issuance.

104. 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 to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement right to the funds but shall remain bound by the terms of this Agreement. All remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient, to be approved by the Court. The Parties agree to propose Illinois Legal Aid Online as the *cy pres* recipient. *See*

<https://www.illinoislegalaid.org/>.

105. The Settlement Administrator is responsible for ensuring that Settlement Class Members with Valid Claims for Medical Records Monitoring receive instructions on how to enroll in the CyEx Medical Shield Complete product.

X. Final Approval Order and Final Judgment

106. 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 60 days before the initial 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 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, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

107. 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.

XI. Service Awards, Attorneys' Fees, and Costs

108. Service Awards. Class Counsel, on behalf of the Class Representatives, may seek, and Defendant will not oppose, Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards approved by the Court shall be paid by the Settlement Administrator to Class Counsel on behalf of the Class Representative out of the Escrow Account by wire transfer to an account designated by Class Counsel within 37 days of the Effective Date.

109. Attorneys' Fees and Costs. Class Counsel shall apply to the Court, and Defendant will not oppose, for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Escrow Account by wire transfer to an account designated by Class Counsel within 37 days of Effective Date.

110. This Settlement is not contingent on approval of Class Counsel's request for attorneys' fees and costs 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 and costs and the Service Awards were not negotiated until after the Parties reached an agreement as to all material terms of the Settlement.

111. The award of attorneys' fees and costs shall be paid to Class Counsel from the Settlement Fund.

XII. Releases

112. 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 irrevocably released, acquitted, relinquished, and forever discharged the Released Parties from any and all Released Claims, and shall be forever barred from instituting, maintaining, or prosecuting any and all liabilities, rights, claims, actions, causes of actions, demands, damages, costs, attorneys' fees, losses, and remedies, whether known or unknown, asserted or unasserted, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort, or any other theory, whether on behalf of themselves or others, that result from, arise out of, are based upon, or relate to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives state law or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq.* and/or California's Unfair Competition Law, California Business and Professions Code section 17200 *et seq.* Each Party expressly waives all rights under 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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, Montana Code Ann. §

28- 1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11).

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.

113. Settlement Class Members who opt-out of the Settlement on or before the Opt-Out Deadline do not release their individual claims and will not obtain any Settlement Class Member Benefit under the Settlement.

114. 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.

XIII. Termination of Settlement

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

- a. Court approval of the Settlement consideration and releases set forth herein;
- 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.

116. 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 this Agreement shall be cancelled and terminated. Defendant may also unilaterally terminate this Settlement Agreement within 14 days written notice to Class Counsel if more than 50 Settlement Class Members submit valid Opt-Outs.

117. 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 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*.

XIV. Effect of Termination

118. The grounds upon which this Agreement may be terminated are set forth in Section XIII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', 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 the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

119. 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.

XV. No Admission of Liability

120. 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 maintains that Plaintiffs' claims do not have merit and has denied and continues to deny each of the claims and contentions alleged in any complaint, including the Complaint, and denies all liability and all allegations of wrongdoing. 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.

121. 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. Class Counsel investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. 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 Members.

122. This Agreement constitutes a compromise and settlement of disputed claims.

123. 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 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.

XVI. Miscellaneous Provisions

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

125. ***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.

126. ***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.

127. ***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.

128. ***Integration and No Reliance.*** This Agreement 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, except as provided for herein.

129. ***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.

130. ***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 Illinois, without regard to the principles thereof regarding choice of law.

131. ***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 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.

132. ***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.

133. ***Notices.*** All notices provided for herein, shall be sent by email with a hard copy

sent by overnight mail to:

If to Plaintiffs or Class Counsel:

Gary M. Klinger
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com

William Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
wbf@federmanlaw.com

If to Defendant or Defendant's Counsel:

Casie D. Collignon
BAKER & HOSTETLER LLP
1801 California Street, Suite 4400
Denver, CO 80202
ccollignon@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.

134. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

135. ***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.

136. **Authority.** 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.

137. **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.

138. **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.

* * **Remainder of page intentionally left blank** * *

CLASS REPRESENTATIVES:

~~SLH~~
Steven Hall (07/17/2026 11:28:56 CDT)

Date: 07/17/2026

Steven Hall, individually and on behalf of his minor children,
S.H., S.D.H., and L.H.

Diamond Davis

Date: _____

Chantel Carmickle

Date: _____

CLASS COUNSEL:

Gary M. Klinger
Gary M. Klinger
MILBERG, PLLC

Date: 7/16/2026

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC

Date: _____

William B. Federman
FEDERMAN & SHERWOOD P.C.

Date: _____

DEFENDANT

By: _____
Its: _____

Date: _____

COUNSEL FOR DEFENDANT

Casie D. Collignon
BAKER & HOSTETLER LLP

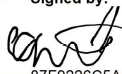
Date: _____

CLASS REPRESENTATIVES:

Steven Hall, individually and on behalf of his minor children,
S.H., S.D.H., and L.H.

Date: _____

Diamond Davis

Signed by:

07F922605AB5445...

Date: _____

Chantel Carmickle

Date: 7/16/2026

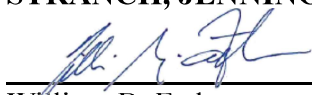
CLASS COUNSEL:

Gary M. Klinger
MILBERG, PLLC

Date: _____

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC

Date: _____



William B. Federman
FEDERMAN & SHERWOOD P.C.

Date: 7/16/2026

DEFENDANT

By: _____
Its: _____

Date: _____

COUNSEL FOR DEFENDANT

Casie D. Collignon
BAKER & HOSTETLER LLP

Date: _____

CLASS REPRESENTATIVES:

Steven Hall, individually and on behalf of his minor children,
S.H., S.D.H., and L.H.

Date: _____

DocuSigned by:

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Diamond Davis

Date: 7/17/2026

Chantel Carmickle

Date: _____

CLASS COUNSEL:

Gary M. Klinger
MILBERG, PLLC

Date: _____


Gerard Stranch (07/16/2026 08:30:54 CDT)

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC

Date: 08/16/26

William B. Federman
FEDERMAN & SHERWOOD P.C.

Date: _____

DEFENDANT

By: _____
Its: _____

Date: _____

COUNSEL FOR DEFENDANT

Casie D. Collignon
BAKER & HOSTETLER LLP

Date: _____

CLASS REPRESENTATIVES:

Steven Hall, individually and on behalf of his minor children,
S.H., S.D.H., and L.H.

Date: _____

Diamond Davis

Date: _____

Chantel Carmickle

Date: _____

CLASS COUNSEL:

Gary M. Klinger
MILBERG, PLLC

Date: _____

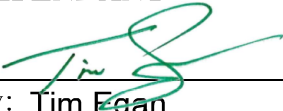
J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC

Date: _____

William B. Federman
FEDERMAN & SHERWOOD P.C.

Date: _____

DEFENDANT



By: Tim Egan
Its: President & CEO

Date: July 17, 2026

COUNSEL FOR DEFENDANT



Casie D. Collignon
BAKER & HOSTETLER LLP

Date: July 17, 2026

EXHIBIT 1

000000000000
000000000000

Your claim must
be submitted
online or
postmarked by:
Month XX, 2026

CLAIM FORM

Hall, et al. v. Roseland Community Hospital Association
Case No. 2024CH10367
Circuit Court of Cook County, Illinois, Chancery Division

GENERAL INSTRUCTIONS

If your Private Information was potentially impacted by the Roseland Community Hospital Association (“Roseland”) Data Incident that occurred on or about June 2, 2024 and/or you were sent a notice of the Data Incident, you may submit a Claim for Settlement Class Member Benefits as outlined below using this Claim Form. Please refer to the Long-Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Medical Records Monitoring and/or a Cash Payment for Documented Losses and a Pro Rata Cash Payment, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at 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, postmarked by the deadline above, to:

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Member Benefits

You may submit a Claim to receive both Cash Payment A for Documented Losses and Cash Payment B for a Pro Rata Cash, as well as Medical Records Monitoring.

Check the box below to select the appropriate payment option:

- ☐ **Cash Payment A – Documented Losses:** Cash Payment of up to \$5,000.00 for Documented Losses and expenses incurred as a result of the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.

AND

- ☐ **Cash Payment B – Pro Rata Cash:** A *pro rata* (proportional) cash payment, estimated to be \$50.00. No documentation is required.

Check the box below if you would also like to receive Medical Records Monitoring:

- ☐ **Medical Records Monitoring:** One (1) year of Medical Records Monitoring through CyEx’s Medical Shield Complete, including: up to \$1,000,000 of identity theft insurance coverage. If you select this benefit, you will be able to enroll in Medical Shield Complete product using the activation code provided in the Postcard Notice, after the Settlement receives final approval from the Court and becomes effective. If you did not receive a Postcard Notice or do not have the activation code, please contact the Settlement Administrator at (XXX) XXX-XXXX or [www.\[website\].com](http://www.[website].com).

Note: Based on the amount of Valid Claims filed, payment amounts may be adjusted *pro rata* (proportionally) as needed.

I. 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. All fields are required. Please print legibly.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: (____ ____ ____) ____ ____ ____ - ____ ____ ____

Email Address: _____

Class Member ID (if known): 00000 _____

II. PAYMENT METHOD SELECTION

Please check **one** of the boxes below to select a Claim Payment option:

☐ Zelle ☐ Venmo ☐ PayPal ☐ ACH ☐ Check

Note: The easiest way to file a Claim and provide electronic payment information is through the Settlement Website. Please visit [www.\[website\].com](http://www.[website].com) and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

III. CASH PAYMENT A - DOCUMENTED LOSSES

You may submit a Claim for up to \$5,000.00 for unreimbursed Documented Losses related to the Data Incident. To receive a Cash Payment for Documented Losses, you must submit complete this Claim Form and submit it by **Month XX, 2026** with reasonable documentation.

Documented losses may include but are not limited to: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were fairly traceable to the Data Incident; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not "self-prepared" that demonstrates the costs incurred. "Self-

prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

If you do not submit reasonable documentation supporting a loss, or if your Claim for Cash Payment A – Documented Losses is rejected by the Settlement Administrator for any reason, and you fail to cure the Claim, it will be converted to a Cash Payment B – *Pro Rata* Cash Claim.

Please confirm that you have attached documentation for your Claim by checking the box below:

☐ I have attached documentation showing that the losses and expenses listed below were related to the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
Example: Medical Records Monitoring	07/17/25 (mm/dd/yy)	\$60.00	Copy of Medical Records Monitoring service bill
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	
	— — / — — / — — (mm/dd/yy)	\$ ———. ———	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the State of Illinois that the information I have supplied in this Claim Form, and any supporting documentation provided, is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that my Claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

Signature

_____/_____/_____
Date (mm/dd/yyyy)

Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the “Contact Us” form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the Circuit Court of Cook County, Illinois, Chancery Division
Hall, et al. v. Roseland Community Hospital Association, Case No. 2024CH10367

Were you notified that your Private Information may have been impacted by a Data Incident at Roseland Community Hospital Association on or about June 2, 2024? You may be eligible for benefits from a class action settlement.

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

- A Settlement has been reached with Roseland Community Hospital Association (the “Defendant” or “Roseland”) in a class action lawsuit about a data incident that potentially impacted patients’ personally identifiable information (“PII”) and private health information (“PHI”) (collectively, “Private Information”) which occurred on or about June 2, 2024 (the “Data Incident”). The Plaintiffs allege a claim for negligence. The Defendant denies all claims, allegations, liability and any wrongdoing. The Court has not made a determination that Roseland did anything wrong.
- The Settlement Class consists of all individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident.
- Under the proposed Settlement, the Defendant will pay \$650,000.00 into a non-reversionary Settlement Fund to resolve the lawsuit. The Settlement Fund will offer the opportunity to claim Cash Payments to Settlement Class Members (a Cash Payment of up to \$5,000.00 for Documented Losses and/or a *Pro Rata* Cash Payment of up to \$50.00) and one (1) year of Medical Records Monitoring, as well as Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Awards. Cash Payment amounts may be subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims submitted.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive Settlement Class Member Benefits is to submit a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com . If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	Month XX, 2026
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant and the Released Parties about the Released Claims resolved by this Settlement. You will not receive any Settlement Class Member Benefits.	Month XX, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for Settlement Class Member Benefits.	Month XX, 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not get any Settlement Class Member Benefits	No deadline

Questions? Call **(XXX) XXX-XXXX** or visit **[www.\[website\].com](http://www.[website].com)**.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
	and you give up the right to sue the Defendant and the Released Parties about the Released Claims resolved by this Settlement.	

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

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BASIC INFORMATION

1. Why was this Notice issued?

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

The Action is called *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH10367 pending in the Circuit Court of Cook County, Illinois, Chancery Division (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Roseland Community Hospital Association (“Roseland”), is called the “Defendant.”

2. What is this Action about?

On or about June 2, 2024, Defendant experienced a data incident. Internal and external investigations determined that patients’ personally identifiable information (“PII”) and private health information (“PHI”) (collectively, “Private Information”) was potentially impacted. This Private Information included names, addresses, date of birth, medical information, insurance information, and for a limited number of individuals, driver’s license numbers or Social Security numbers. On August 1, 2024, Roseland implemented notice on its website about the Data Incident and later mailed written notification letters to individuals whose information may have been impacted. The Plaintiffs allege a claim for negligence. The Defendant denies all the Plaintiffs’ claims, allegations, liability, and maintains that it did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representative” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H, Diamond Davis, and Chantel Carmickle.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a Cash Payment and/or Medical Records Monitoring. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident.

6. Are there exceptions to being included?

Yes, excluded from the Settlement Class are (a) all persons who are directors, officers, and agents of Defendant and any entity in which Defendant or its parents have a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; (d) all Settlement Class Members who timely and validly opt out of the Settlement Class; 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 MEMBER BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay \$650,000.00 into a Settlement Fund resolve the lawsuit. The Settlement Fund will provide benefits to Settlement Class Members as well as Settlement Administration Costs, Attorneys' Fees and Costs, and Service Awards.

Settlement Class Members may submit a Claim Form to receive Medical Records Monitoring and the following Cash Payments:

- **Medical Records Monitoring:** One (1) year of Medical Records Monitoring; AND
- **Cash Payment A – Documented Losses:** Cash Payment of up to \$5,000 for Documented Losses and expenses incurred as a result of the Data Incident; AND
- **Cash Payment B – Pro Rata Cash Payment:** A *pro rata* (proportional) Cash Payment, estimated to be \$50.

Note: Based on the total amount of Valid Claims, Cash Payment amounts may be adjusted *pro rata* (proportionally).

8. Tell me more about Cash Payment A - Documented Losses.

You may submit a claim for a cash payment of up to \$5,000.00 (per Settlement Class Member) of unreimbursed Documented Losses related to the Data Incident. To receive a Cash Payment for Documented Losses, you must elect Cash Payment A on the Claim Form, provide reasonable documentation supporting the losses, and attest under penalty of perjury to having incurred documented losses.

Documented losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were fairly traceable to the Data Incident; and miscellaneous expenses such as notary, facsimile, postage, copying, mileage, and long-distance telephone charges. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source.

Reasonable documentation is third-party documentation such as receipts, invoices, credit card statements, phone bills, or other documentation not "self-prepared" that demonstrates the costs incurred. "Self-prepared" documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

If you do not submit reasonable documentation supporting a loss, or if your Claim for Cash Payment A – Documented Losses is rejected by the Settlement Administrator for any reason, and you fail to cure the Claim, your Document Losses Claim will be converted to a Cash Payment B – *Pro Rata* Cash Claim.

The payment amount may be adjusted on a *pro rata* (proportional) basis (see Question 11).

9. Tell me more about Cash Payment B – Pro Rata Cash.

In addition to Cash Payment A - Documented Losses, Settlement Class Members may submit a Claim for Cash Payment B – *Pro Rata* Cash. The amount of Cash Payment B is estimated to be \$50.00, but the payment amount may be adjusted on a *pro rata* (proportional) basis (see Question 11). No supporting documentation is required to file a Claim for Cash Payment B.

10. Tell me more about the Medical Records Monitoring.

In addition to one of the Cash Payment options above, you may also choose to receive a code to activate one (1) year of Medical Records Monitoring through CyEx's Medical Shield Complete, or its equivalent. The Medical Records Monitoring will include up to \$1,000,000.00 of identity theft insurance coverage.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

This benefit will be available regardless of whether you previously received a credit monitoring product related to the Data Incident or otherwise.

Once the Settlement receives final approval from the Court and becomes effective (see Question 14), Settlement Class Members who submitted a Valid Claim selecting this benefit will be able to enroll in Medical Shield Complete product using the activation code provided in the Postcard Notice. If you did not receive a Postcard Notice or do not have the activation code, please contact the Settlement Administrator at (XXX) XXX-XXXX or by using the “Contact Us” button on the Settlement Website ([www.\[website\].com](http://www.[website].com)).

11. How will payment amounts be calculated?

After deducting taxes and Court-approved Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Awards, the remaining balance of the Settlement Fund (“Net Settlement Fund”) will be used to pay the costs of Valid Claims for benefits to Settlement Class Members in the following order: (i) Medical Records Monitoring, (ii) Cash Payment A - Documented Losses, and (iii) Cash Payment B – *Pro Rata* Cash.

Once the costs of Valid Claims for Medical Records Monitoring and Cash Payment A - Documented Losses have been determined, any remaining balance will be used to provide Settlement Class Members with Valid Claims for Cash Payment B with a *pro rata* (proportional) share of that balance.

Based on the total amount of Valid Claims, Cash Payment amounts may be adjusted *pro rata* (proportionally). Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis designed to exhaust the Settlement Fund. Any remaining balance after taxes, costs, fees, awards, and Claims have been paid, will be distributed to a non-profit organization approved by the Court. A detailed description of how payments will be calculated and benefits distributed is provided in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com).

12. What claims am I releasing if I stay in the Settlement?

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

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

13. How do I submit a Claim Form to get Settlement Class Member Benefits?

To receive benefits under the Settlement, you must submit a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. **Month XX, 2026** or by mail, postmarked by **Month XX, 2026** to the Settlement Administrator at:

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

14. When will I get Settlement Class Member Benefits?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, attorneys’ fees and costs for Class Counsel, and Service Awards for the Class Representatives.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Cash Payments will be distributed to Settlement Class Members and Medical Records Monitoring available as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court appointed Gary M. Klinger of Milberg PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and William B. Federman of Federman & Sherwood to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

16. Should I get my own lawyer?

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

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees up to one-third of the Settlement Fund (\$216,666.67) plus unreimbursed litigation expenses up to \$20,000.00, as well as a \$2,500.00 Service Award to each of the Class Representatives. If approved, these amounts will be paid from the Settlement Fund before providing benefits to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant or the Released Parties about the legal issues in this case, you must take steps to exclude yourself from the Settlement. This is called "opting out" of the Settlement Class.

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

- A statement that you wish to opt out of the Settlement in *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH10367, Circuit Court of Cook County, Illinois, Chancery Division;
- Your full name, address, telephone number, and email address; and
- Your personal signature.

Your request to opt out must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
ATTN: Request to Opt Out
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

You 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 Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, the request

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

for attorneys' fees and costs, the Service Awards, the Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH1036, Circuit Court of Cook County, Illinois, Chancery Division;
- Your full name, mailing address, telephone number, and email address (if any);
- Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Long Form Notice you received;
- All grounds for the objection, accompanied by any legal support for the objection known to you or your attorney;
- The number of times you have objected to a class action settlement within the five (5) years preceding the date of this objection, the caption of each case in which you have objected, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of all attorney(s) who represent you, including any former or current attorney(s) who may be entitled to compensation for any reason related to your objection to this Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- The number of times in which your attorney(s) or their firm has objected to a class action settlement within the five (5) years preceding the date this objection, the caption of each case in which they objected and a copy of any orders related to or ruling upon their prior objections that were issued by the trial and appellate courts in each listed case;
- The identity of the attorney(s) and whether they will appear at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

Objections must be filed with, or mailed to, the Court no later than **Month XX, 2026**.

Court Name
Street Address
City, IL Zip Code

A copy of your objection also must be sent to Class Counsel, Defendant's Counsel, and the Settlement Administrator, with a postmark or shipping date no later than **Month XX, 2026**, at the following addresses:

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Gary M. Klinger Milberg, PLLC 227 W. Monroe Street Suite 2100 Chicago, IL 60606 J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC 223 Rosa L. Parks Avenue Suite 200	Casie D. Collignon Baker & Hostetler LLP 1801 California Street, Suite 4400 Denver, CO 80202	<i>Hall, et al. v. Roseland Community Hospital Association</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXXXX New York, NY 10150-XXXX

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Nashville, TN 37211 William Federman 10205 N. Pennsylvania Avenue Oklahoma City, OK 73120		

20. What is the difference between objecting and opting out?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. XT**, at **Courthouse Name, Street Address, City, IL Zip Code**, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of \$650,000.00, and a \$2,500.00 Service Award to the each of the Settlement Class Representatives who brought this Action on behalf of the Settlement Class. The hearing may also be held remotely. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

22. Do I have to come to the Final Approval Hearing?

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

IF YOU DO NOTHING

23. What happens if I do nothing at all?

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

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, **www.[website].com**.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at **(XXX) XXX-XXXX**, or by mail at:

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
P.O. Box **XXXX**
New York, NY 10150-**XXXX**

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

EXHIBIT 3

Hall, et al. v. Roseland Community Hospital Association
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

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

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**Records indicate that your
Private Information was
potentially impacted by a Data
Incident on or about
June 2, 2024.
You may be entitled to
benefits from a class action
Settlement.**

[www.\[website\].com](http://www.[website].com)

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Activation Code: <<CodeNumber>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

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

<<Country>>

A Settlement has been reached with Roseland Community Hospital Association (the "Defendant" or "Roseland") in a class action lawsuit *Hall, et al. v. Roseland Community Hospital Association*, Case No. 2024CH10367, pending in the Circuit Court of Cook County, Illinois, Chancery Division (the "Action") about a data incident that potentially impacted patients' personally identifiable information ("PII") and private health information ("PHI") (collectively, "Private Information") which occurred or about June 2, 2024 (the "Data Incident"). The Plaintiffs allege a claim for negligence. The Defendant denies all claims, allegations, liability, and any wrongdoing.

Who is included? The Defendant's records indicate you are a Settlement Class Member. The Settlement Class consists of all individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident.

What does the Settlement provide? If approved by the Court, the Defendant will pay \$650,000.00 into a non-reversionary Settlement Fund to resolve the lawsuit. The Settlement Fund will provide to the following Settlement Class Members Benefits: Cash Payment A of up to \$5,000.00 for Documented Losses and Cash Payment B of a *Pro Rata* Cash Payment estimated to be \$50.00) and one (1) year of Medical Records Monitoring as well as Settlement Administration Costs, Attorneys' Fees and Costs, and Service Awards.

How do I get Settlement Class Member Benefits? You must submit a Claim Form by **Month XX, 2026** to get Settlement Class Member Benefits. Claim Forms must be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. or by mail, postmarked by **Month XX, 2026**. Please visit the website for a full description of the Settlement Class Member Benefits and how to submit a Claim Form.

What are my other options? If you do nothing, you will not receive any Settlement Class Member Benefits, you will remain a Settlement Class Member, and you will give up your rights to sue the Defendant and the Released Parties for the Released Claims resolved by this Settlement. If you do not want any Settlement Class Member Benefits, but you want to keep your right to sue the Defendant and the Released Parties for the Released Claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called "opting out"). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

Who represents me? The Court appointed Gary M. Klinger of Milberg PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and William B. Federman of Federman & Sherwood to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

The Court's Final Approval Hearing. The Court will hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. CT**, to consider approving the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of \$216,666.67 plus up to \$20,000 in unreimbursed litigation expenses, and a \$2,500.00 Service Award to each of the Class Representatives who brought this Action on behalf of the Settlement Class. You or your attorney may appear at the hearing at your own cost, but you do not have to. The hearing may be held remotely.

How do I get more information? This Notice is only a summary. For more information, access to related documents, or to change your address, please visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

EXHIBIT 4

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT – CHANCERY DIVISION**

STEVEN HALL, <i>et al.</i> , individually, and on Behalf of All Others Similarly Situated, Plaintiffs, v. ROSELAND COMMUNITY HOSPITAL ASSOCIATION, Defendant.	Case No.: 2024CH10367 Calendar No. 2
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**[PROPOSED] ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

This matter having come before the Court on Plaintiffs’ Unopposed 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 Class Action Settlement and Release (“Settlement Agreement”) between Plaintiffs Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H., Diamond Davis, and Chantel Carmickle and Defendant Roseland Community Hospital Association (“Defendant” or “Roseland”), 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 Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

all individuals whose Private Information was potentially compromised in the Data Incident and to whom Defendant sent an individual notification that they may have been affected by the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are directors, officers, and agents of Defendant, and any entity in which Defendant or its parents have a controlling interest; (b) governmental entities; (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (d) all Settlement Class Members who timely and validly opt out of the Settlement Class; 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 Section 2-801 of the Illinois Code of Civil Procedure—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 101,354 Settlement Class Members.

b. Questions of law and fact common to the settlement class predominate over individualized questions. Plaintiffs' and Settlement Class Members' claims all arose from the same Data Incident and Plaintiffs allege that it exposed them to the same harm.

- 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— Gary M. Klinger of Milberg PLLC, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC and William B. Federman of Federman & Sherwood —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.

Preliminary Approval of Settlement

4. 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, and was reached with the assistance of Mr. Bennett G. Picker of Stradley Ronon Stevens & Young, LLP.

5. For settlement purposes only, Plaintiffs Steven Hall, individually and on behalf of his minor children, S.H., S.D.H., and L.H., Diamond Davis, and Chantel Carmickle are appointed as Settlement Class Representatives.

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

Gary M. Klinger
MILBERG PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center

223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Tel: (615) 254-8801
gstranch@stranchlaw.com

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
wbf@federmanlaw.com

Manner and Form of Notice

7. The Court approves, in form and content, the Long Form and Postcard Notices, attached to the Settlement Agreement as Exhibits 2 and 3, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure 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.

9. Kroll Settlement Administration 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.

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

11. 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 ninety (90) days after the Notice Completion Deadline. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 1.

12. 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 ninety (90) days after the Notice Completion Deadline. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released 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.

14. Settlement Class Counsel may file any motion or application 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 no later

than 60 days before the initial date set for the Final Approval Hearing. This date is 15 days prior to the Opt-Out and Objection Deadlines.

Exclusions from the Settlement Class

15. 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 Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than sixty (60) days after the Notice Completion Deadline.

16. In order to exercise the right to be excluded, a Settlement Class Member must send written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must: (i) be personally signed by the Settlement Class Member; (ii) contain the requestor's name, address, telephone number, and email address (if any); (iii) contain the name and number of the Action; and (iv) clearly manifest a Person's intent to opt-out of the Settlement Class.

17. 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

18. 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 Service Awards to the Settlement Class Representatives, may do so, either

personally or through an attorney, by serving the written objection, together with the supporting documentation set forth below in Paragraph 20 of this Order, on Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than sixty (60) days after the Notice Completion Deadline. Addresses for Class Counsel, Defendant's Counsel, and the Settlement Administrator will be posted on the Settlement Website and in the Long Form Notice. The objector or his or her counsel may also file the objection with the Court.

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

- a. the name and number of the Action;
- b. the objector's full name, mailing address, telephone number, and email address (if any);
- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice or Long Form Notice you received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. 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;
- f. 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 Application for Attorneys' Fees, Costs, and Service

Award;

g. 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;

h. the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;

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

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

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

20. Objections not filed and served in accordance with this Order shall not be received or considered by the Court.

Final Approval Hearing

21. Plaintiffs shall file their Motion for Final Approval of the Settlement at least 60 days before the initial date set for the Final Approval Hearing.

22. 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 Claims against any of the Released Persons.

23. A Final Approval Hearing shall be held before the Court via Zoom (Zoom Meeting ID: 940 2104 4687; Password: 296476) on _____, 2026, at 9:30 a.m., in Room 2601, Daley Center, 50 W. Washington St., Chicago, Illinois 60602 (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the application for an award of attorneys' fees, costs, and expenses to Settlement Class Counsel;
- e. to consider the application for a Service Award to the Settlement Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

24. The Final Approval Hearing may be held via Zoom and 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.

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

Temporary Stay

26. 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

27. 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

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

EVENT	DATE
Defendant to provide the Class Member Information to Settlement Administrator	10 Days after entry of Preliminary Approval Order
Notice Commencement Date	30 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Final Approval and Application for Attorneys' Fees, Costs, Expenses, and Service Awards for Settlement Class Representatives	60 days before the initial date set for the Final Approval Hearing
Opt-Out and Objection Deadlines	60 days after the Notice Completion Deadline.
Deadline for Class Members to Submit Claim Forms	90 days after the Notice Completion Deadline.

Final Approval Hearing	At least 135 Days after the entry of this Order
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IT IS SO ORDERED.

ENTERED: _____

Hon. Joel Chupack
Circuit Judge