

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among Plaintiffs Dean Dickhout, Jessica Huston, Robin Kiddoo, and Brenda Sherman (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of all others similarly situated, and The Susan B. Allen Memorial Hospital (“Defendant” or “SBAMH”) (collectively, the “Parties”), subject to preliminary and final approval in the District Court of Butler County, Kansas (the “Court”).

WHEREAS, in late July 2025, Plaintiffs filed separate putative class actions in the Court against Defendant alleging that Defendant failed to adequately secure their Personal Information,¹ which may have been compromised in a data security incident that occurred earlier that month. The actions were then consolidated on September 15, 2025;

WHEREAS, on or about October 15, 2025, Plaintiffs filed their Consolidated Complaint in this action, presently pending in the Court and captioned as *In re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185 (the “Action”);

WHEREAS, Defendant asserts numerous legal and factual defenses to the claims made in the Action, and specifically denies each and all of the claims and contentions alleged against it in the Action, and denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Action;

WHEREAS, Plaintiffs and Class Counsel believe the claims in the Action have merit. Class Counsel has investigated the facts and events underlying the claims, studied the applicable law, and carefully evaluated the strengths and weaknesses of the claims in the Action;

WHEREAS, the Parties, through their counsel, have engaged in extensive negotiations regarding potential resolution of this matter, before ultimately reaching a settlement in principle as to all claims;

WHEREAS, Plaintiffs and Class Counsel have concluded, after investigating the facts and carefully considering the circumstances of the Action, including the claims, the posture of the litigation, and the possible legal, factual, and procedural defenses, that entering into this Agreement is in the best interests of the Class Members. The Agreement provides Class Members significant benefits, avoids the uncertainties of litigation, and ensures that the benefits are delivered promptly to the Class. Plaintiffs consider the Settlement Agreement to be fair, reasonable, and adequate, and in the best interests of the Class;

WHEREAS, Defendant, after vigorous, arm’s-length negotiations, has agreed to provide certain monetary relief in settlement for the benefit of the Class, as provided in this Agreement;

WHEREAS, Defendant, while maintaining that it has valid and complete defenses to the claims in the Action, has agreed to enter into this Agreement to avoid further expense,

¹ Capitalized terms, not defined throughout the Agreement, are defined in Section I.

inconvenience, and the burden of continued litigation. By doing so, Defendant seeks to resolve the matter without an admission of wrongdoing or liability;

NOW, THEREFORE, it is agreed by and between the undersigned on behalf of Defendant and Plaintiffs, on behalf of the Settlement Class, that any and all claims asserted, or that could have been asserted, against Defendant and the Released Persons relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other consumers and putative classes of consumers originating, or that may originate, in jurisdictions in the United States against Defendant and the Released Persons relating to the Data Incident, subject to the approval of the Court, on the following terms and conditions.

I. DEFINITIONS

In addition to the terms defined within the Agreement, the following definitions of terms apply throughout the Agreement.

1. **“Action”** means the action captioned *In Re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185 in the District Court of Butler County, Kansas.

2. **“Agreement”** or **“Settlement Agreement”** means this agreement.

3. **“Approved Claims”** means any Claim Forms approved by the Settlement Administrator or found to be valid through the appeal process described in Paragraph 44 of this Agreement.

4. **“Claim Form”** means the form, substantially in the format attached as Exhibit A, that Settlement Class Members must complete and submit on or before the Claim Deadline to receive the benefits contemplated by this Agreement.

5. **“Claim Deadline”** means the last day to submit a timely Claim Form, which will be ninety (90) days after the Notice Deadline.

6. **“Class”** or **“Class Members”** means all persons who were sent written notification of the Data Incident. The Class specifically excludes: (i) the Judge assigned to evaluate the fairness of this Settlement Agreement and (ii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge. The Class consists of approximately 12,433 members.

7. **“Class Counsel”** means Milberg, PLLC and McShane & Brady, LLC.

8. **“Complaint”** means the operative Consolidated Class Action Complaint filed by Plaintiffs on October 15, 2025, in the Action.

9. **“Data Incident”** means the alleged cyber incident that is the subject of the Complaint in which unauthorized third parties purportedly accessed Class Members’ Personal Information on or around July 14, 2025.

10. **“Defendant”** means the Susan B. Allen Memorial Hospital.
11. **“Defendant’s Counsel”** means Shook, Hardy & Bacon, LLP.
12. **“Effective Date”** has the meaning ascribed in Paragraph 48 of this Agreement.
13. **“Final Approval Hearing”** means the hearing before the Court to determine whether the Settlement should be given final approval and whether the applications of Class Counsel for attorneys’ fees, costs and expenses, and class representative service awards should be approved.
14. **“Motion for Final Approval”** means the motion to be filed by Plaintiffs and Class Counsel pursuant to Paragraph 47 of this Agreement.
15. **“Motion for Preliminary Approval”** means the motion to be filed by Plaintiffs and Class Counsel pursuant to Paragraph 38 of this Agreement. This Agreement shall be an exhibit to the Motion for Preliminary Approval.
16. **“Notice(s)”** means the written notices to be sent to the Class Members pursuant to the Preliminary Approval Order, as set forth in Paragraph 39 of this Agreement.
17. **“Notice Deadline”** means the day by which Notice must begin issuing to the Class, and will occur thirty (30) days after the Settlement Administrator’s receipt of the list of Class Members.
18. **“Objection Deadline”** means sixty (60) days after the Notice Deadline and is the last day by which Class Members may submit objections to the Settlement as specified in the Notices.
19. **“Opt-Out Deadline”** means sixty (60) days after the Notice Deadline and is the last day by which Class Members may opt out of the Settlement as specified in the Notices.
20. **“Order and Final Judgment”** means an order of the Court granting Final Approval of the Settlement and the corresponding final judgment. A proposed form of the Order and Final Judgment is attached hereto as Exhibit E.
21. **“Party”** means each of the Plaintiffs and Defendant, and **“Parties”** means Plaintiffs and Defendant collectively.
22. **“Personal Information”** means the personally identifiable information that may have been impacted in the Data Incident, which consists of some combination of names, dates of birth, health insurance information, billing information, and medical treatment information.
23. **“Plaintiffs”** or **“Settlement Class Representatives”** means Dean Dickhout, Jessica Huston, Robin Kiddoo, and Brenda Sherman.

24. **“Preliminary Approval Order”** means an order issued by the Court preliminarily approving the Settlement and the proposed notice program provided for in this Agreement. A proposed form of the Preliminary Approval Order is attached hereto as Exhibit D.

25. **“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, 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 or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class. **“Released Persons”** or **“Released Parties”** means Defendant and its respective present and former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and related entities, and any and all of their past, present, and future predecessors, officers, directors, trustees, employees, principals, stockholders, partners, servants, agents, successors, attorneys, advisors, consultants, representatives, insurers, reinsurers, and subrogees.

26. **“Settlement”** means the settlement reflected by this Agreement.

27. **“Settlement Administrator”** means, subject to Court approval, Simpluris.

28. **“Settlement Class”** or **“Settlement Class Member”** means all Class Members, excluding any valid and timely Settlement Class Opt Outs.

29. **“Settlement Class Opt Out”** means any person or entity falling within the definition of the Class who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 46 below and the Settlement Long-Form Notice.

30. **“Settlement Long-Form Notice”** refers to the notice to be made available to the Class on the Settlement website maintained by the Settlement Administrator, without material alteration from Exhibit B hereto (except where necessary to render it electronically accessible), in accordance with Paragraph 39(c) below.

31. **“Settlement Short-Form Notice”** refers to the notice to be provided to the Class by mail, in substantially the same form as Exhibit C hereto, in accordance with Paragraph 39(b) below.

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

Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, waived the provisions, rights and remedies conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.980, *et seq.*; Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to, California Civil Code § 1542, which provides:

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

Settlement Class Members, including Plaintiffs, and any of them, may hereafter discover facts or law in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

II. SETTLEMENT TERMS

33. Class Benefit. Subject to the terms of this Agreement, Defendant shall make available the following benefits (none of which are mutually exclusive) to Settlement Class Members who have submitted Approved Claims:

(a) Credit Monitoring and Identity Theft Protection Services. Settlement Class Members may elect to enroll in CyEx Medical Shield Complete medical monitoring services for a period of two (2) years by submitting the Claim Form by the Claim Deadline.

(b) Reimbursement for Out-of-Pocket Losses. Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses up to one hundred dollars (\$100.00) per Settlement Class Member. Claims for Out-of-Pocket Losses must be supported by third-party documentation, self-prepared documents are not valid documentation, and must reasonably result from the specific categories of Personal Information impacted in the Data Incident. Class Members may not submit Out-of-Pocket Losses that have already been reimbursed from another source, including, without limitation, identity-theft insurance; any credit card, credit monitoring, or identity protection services; or any other financial service.

(i) “Out-of-Pocket Losses” are documented unreimbursed costs or expenditures incurred by a Class Member that are fairly traceable to the Data Incident including,

without limitation: (1) unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Personal Information; (2) costs incurred on or after July 14, 2025, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing or unfreezing credit reports with any credit reporting agency; and (3) other miscellaneous expenses incurred related to any Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

(ii) Settlement Class Members who submit a claim for reimbursement of Out-of-Pocket Losses must provide to the Settlement Administrator the information required to evaluate the claim, including: (1) the Settlement Class Member's name and current address; (2) documentation supporting their claim; (3) a brief description of the documentation describing the nature of the loss, if the nature of the loss is not apparent from the documentation alone; and (4) whether the Settlement Class Member has been reimbursed for the loss by another source. Documentation supporting Out-of-Pocket Losses may include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity to or support other submitted documentation.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Losses reflects valid losses incurred that are fairly traceable to the Data Incident based upon, including but not limited to, the timing of the loss, the type of information used to commit identity theft or fraud, and whether that information is fairly traceable to the Data Incident. The Settlement Administrator may contact Class Members to seek clarification regarding any claims prior to determining their validity.

(c) Reimbursement for Attested Time. Settlement Class Members may submit a claim for up to four (4) hours of time spent remedying issues related to identity theft directly caused by the Data Incident ("Attested Time") at twenty-five dollars (\$25.00) per hour by submitting the Claim Form by the Claim Deadline.

(i) Claims for reimbursement for Attested Time may be combined with claims for Reimbursement for Out-of-Pocket Losses; however, those claims are subject to a combined one-hundred-dollar (\$100.00) aggregate cap.

(ii) Settlement Class Members who elect to submit a claim for reimbursement for Attested Time must provide to the Settlement Administrator the information required to evaluate the claim, including a brief description of the time incurred and the activities undertaken by the Settlement Class Member.

(iii) The Settlement Administrator shall have the sole discretion and authority to determine whether the prerequisites have been met to award payments for Attested Time. The Settlement Administrator may contact Settlement Class Members to seek clarification regarding any submitted claim prior to determining their validity.

34. Class Counsel's Attorneys' Fees and Expenses. No later than fourteen (14) days prior to the Opt-Out and Objection Deadline, Plaintiffs will move the Court for an order awarding

Class Counsel attorneys' fees and costs and expenses not to exceed one hundred and fifty thousand dollars and zero cents (\$150,000.00). This term was negotiated only after the Parties reached an agreement as to the Class's benefits provided for in Paragraph 33. Any attorneys' fees and expenses approved by the Court in accordance with this Paragraph shall be paid to the Settlement Administrator within thirty (30) days after the Effective Date.

(a) Unless otherwise ordered by the Court, Class Counsel shall have the sole discretion to allocate any approved attorneys' fees and costs among Class Counsel and any other Plaintiffs' counsel. Defendant and its insurers and reinsurers shall have no liability or other responsibility for the allocation of any such attorneys' fees and costs.

(b) If the Court declines to approve, in whole or in part, the requested attorneys' fees, costs, or expenses, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, nor any modification or reversal or appeal, concerning the amount of the attorneys' fees, costs, or expenses shall constitute grounds for termination of this Agreement.

35. Class Representative Service Awards. No later than fourteen (14) days prior to the Opt-Out and Objection Deadline, Plaintiffs will move the Court for an order awarding service awards not to exceed one thousand dollars and zero cents (\$1,000.00) per Class Representative. Any service awards approved by the Court in accordance with this Paragraph shall be paid to the Settlement Administrator within thirty (30) days after the Effective Date.

(a) If the Court declines to approve, in whole or in part, the service awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, nor modification or reversal or appeal, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

III. IMPLEMENTATION OF SETTLEMENT

36. Reasonable Best Efforts to Effectuate This Settlement. Consistent with the terms of this Agreement and the Parties' termination rights set forth in this Agreement, the Parties and their counsel agree to cooperate and use reasonable best efforts to take all actions reasonably necessary or appropriate, by order of the Court or otherwise, to carry out and effectuate the terms of this Agreement.

37. Class Certification for Settlement Purposes Only. The Parties acknowledge and agree that: (i) the Class will be certified solely for the purposes of this Agreement, (ii) Defendant expressly reserves the right to object to class certification on any grounds if this Agreement is terminated for any reason, (iii) this Agreement shall have no precedential or preclusive effect with regard to any motion for class certification that may be filed if this matter is not fully and completely resolved through this settlement effort, and (iv) this Agreement shall have no precedential effect with regard to any other lawsuit against Defendant that may be pending now or in the future, other than in a proceeding seeking to enforce this Agreement.

38. Motion for Preliminary Approval. Following the execution of this Agreement, the Plaintiffs shall promptly file a Motion for Preliminary Approval seeking entry of the Preliminary Approval Order in the form annexed hereto as Exhibit D.

39. Notice to the Class.

(a) List of the Class Members. Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator a list of the names and last known addresses of the Class Members.

(b) Notice. Within thirty (30) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send Settlement Short-Form Notice, attached as Exhibit C, to the Class Members by U.S. Mail.

(c) Settlement Long-Form Notice. A detailed Settlement Long-Form Notice, attached as Exhibit B, will be made available to the Class Members on the Settlement website to be maintained by the Settlement Administrator in accordance with Paragraph 39(d) below.

(d) Website. The Settlement Administrator shall establish and maintain a Settlement website, beginning on or before the date the Settlement Notice is sent and ending no later than one month after the Effective Date. The Settlement website shall include copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Settlement Long-Form Notice, Claim Form, motion for Class Counsel's attorneys' fees, expenses, Motion for Final Approval, and Order and Final Judgment. The Settlement website shall also provide applicable Settlement deadlines and answers to frequently asked questions.

(e) Settlement Administrator Phone Line. The Settlement Administrator will provide a recorded phone line providing responses to frequently asked questions, which the content will be agreed to by both Parties. In addition, the phone line will provide an option to request a copy of the Settlement Long-Form Notice or Claim Form.

(f) Proof of Notice. Plaintiffs shall file with the Motion for Final Approval, or at such other time required by the Court, a declaration from the Settlement Administrator confirming that notice has been provided to the Class in accordance with Paragraph 39.

40. Payment of Expenses Related to Notice and Settlement Administration. Defendant will pay all costs incurred and fees charged by the Settlement Administrator in providing notice to the Class in accordance with Paragraph 39 and otherwise administering the Settlement. Defendant shall fund, or cause to be funded, fifteen thousand dollars and zero cents (\$15,000.00) for payment of settlement administration costs within thirty (30) days after the later of: (i) entry of the Preliminary Approval Order or (ii) receipt of an invoice, executed IRS Form W-9, and payment instructions from the Settlement Administrator. Any remaining settlement administration costs and fees shall be funded within thirty (30) days following the Effective Date.

41. Claim Forms. Settlement Class Members may submit Claim Forms electronically via the website referenced in Paragraph 39(d) or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked by the Claim Deadline. Claim Forms must be submitted individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, except that the Claim Forms may be submitted by a legal representative of a deceased Settlement Class Member or a Settlement Class Member who has been adjudicated to be mentally incompetent. If Claim Forms are submitted by a legal representative of a deceased or mentally incompetent Settlement Class Member, the Claim Forms

must be submitted together with a copy of a court order or other documentation from which the Settlement Administrator can reasonably verify the authority of the legal representative to act on behalf of the Settlement Class Member. The Settlement Administrator may deny any claim that appears facially fraudulent, fabricated, or submitted with materially inconsistent information.

42. Claim Form Disputes. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the Settlement Class Member has provided the information needed to complete a Claim Form, including any documentation that may be necessary to reasonably support the claim for reimbursement of Out-of-Pocket Losses or Attested Time and/or entitlement to Credit Monitoring and Identity Theft Protection Services; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the Settlement Class Member has suffered the claimed losses as a result of the Data Incident. In the event a Claim Form was timely submitted by a Settlement Class Member and is deficient, the Settlement Administrator may, at any time, request from the Settlement Class Member in writing, additional information as the Settlement Administrator may require in order to evaluate the Claim Form, e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance, and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof. To the extent the Settlement Administrator determines a Claim Form is deficient in whole or part, the Settlement Administrator is authorized to informally resolve the deficiency within a reasonable time prior to sending a formal deficiency notice to a Settlement Class Member. If the deficiency remains unresolved, the Settlement Administrator shall formally notify the Settlement Class Member, Class Counsel, and Defendant's Counsel of the deficiency(ies) and provide the Settlement Class Member ten (10) days to cure the deficiencies. If a Settlement Class Member attempts to cure but, in the sole discretion of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within seven (7) days of the Settlement Class Member's supplemental submission. The Settlement Administrator may consult with counsel for the Parties prior to making any such determinations.

43. Appeal Process. If the Settlement Administrator determines that a Claim Form is deficient, and the Settlement Class Member fails to cure the deficiency, the Settlement Administrator shall inform the Settlement Class Member of his or her right to dispute the determination in writing and request an appeal within fourteen (14) days. If an individual disputes a determination in writing and requests an appeal, the Settlement Administrator shall provide a copy of the Settlement Class Member's dispute and Claim Form along with all documentation and other information submitted by the Settlement Class Member to counsel for the Parties. Counsel for the Parties will confer regarding the claim submission within five (5) business days of receipt of such documentation/information from Settlement Administrator. Counsel for the Parties' approval or denial of the Settlement Class Member's claim, in whole or in part, will be final. If counsel for the Parties cannot agree on approval or denial of the Settlement Class Member's claim, in whole or in part, the dispute will be submitted to a mutually agreeable claims referee to be identified at Defendant's cost. The claims referee will make a decision within five (5) business days of the submissions by counsel for the Parties. The claims referee's decision will be final and not subject to appeal or further review.

44. Claims Review. Upon request by Class Counsel or Defendant's Counsel, the Settlement Administrator shall provide all information gathered in connection with the review of any claims, including copies of all correspondence and email, all notes maintained by the Settlement Administrator, the determination reached, and the reasons supporting such decision. Upon reasonable notice, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation submitted to the Settlement Administrator. Upon request, the Settlement Administrator shall also provide Class Counsel and Defendant's Counsel with information regarding all Approved Claims, including all documentation supporting each Approved Claim. Either Party may challenge the approval or denial of any Claim. In the event of a challenge, the Parties shall meet and confer together with the Settlement Administrator, in a good-faith effort to resolve the dispute. If a challenge is not withdrawn or resolved through this process, the Settlement Administrator's decision shall be final and binding.

45. Objections. Any Settlement Class Member who wishes to object to the Settlement must send a signed, written objection to the Settlement Administrator by the Objection Deadline (or other date required by the Court). Written objections must set forth the following:

- (a) the name of the Action;
- (b) the Settlement Class Member's full name, current mailing address, email address, and telephone number;
- (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (d) the identity of any attorneys representing the objector; and
- (e) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Written objections must be served concurrently upon Class Counsel and Defendant's Counsel at the addresses set forth herein. Settlement Class Members who fail to make objections in the manner specified in Paragraph 45 of this Agreement will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal, or any other process. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in Paragraph 45 of this Agreement. Without limiting the foregoing, any challenges to the Settlement Agreement and/or the Order and Final Judgment shall be pursuant to appeal under applicable court rules and not through a collateral attack.

46. Opt Outs. A Class Member may opt out of or exclude oneself from the Settlement by submitting an opt-out request to the Settlement Administrator by U.S. mail, as set forth in the Notice. Any such opt-out request, in order to be timely, must be postmarked by the Opt-Out Deadline (or other date required by the Court). The Request for Exclusion must set forth the following:

- (a) The name of this Action;

- (b) the full name, address, email address, and telephone number of the person requesting to be excluded;
- (c) the words “*Request for Exclusion*” at the top of the document; and
- (d) a declaration stating “I request that I be excluded from the Settlement Class and do not wish to participate in the settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any benefits under the Settlement.”

Requests to opt out must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass. Within seven (7) business days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusion, which Plaintiffs shall submit to the Court in advance of the Final Approval Hearing. All Class Members who do not timely and properly exclude themselves from the Settlement Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

A Settlement Class Member may not submit an opt-out request and a Claim Form. If a Settlement Class Member submits an opt-out request and a Claim Form, the Settlement Administrator will determine, based on the communication with the latest date (provided it is timely), whether the Class Member intends to opt out or submit a Claim Form.

47. Motion for Final Approval. The Parties shall request a Final Approval Hearing date of at least 110 days after the Court enters the Preliminary Approval Order. Plaintiffs shall file a Motion for Final Approval seeking final approval of the Settlement and entry of final judgment no later than fourteen (14) days prior to the Final Approval Hearing. The Final Approval Order and Judgment shall be substantially similar to the proposed order attached as Exhibit E.

48. Effective Date of Settlement. The Settlement detailed in this Agreement shall be effective five (5) days after all of the following events have occurred: (1) approval by the Court of this Agreement, following notice to the Class and a Final Approval hearing; (2) entry by the Court of an Order and Final Judgment; (3) if any member of the Class timely files a valid objection to the Settlement, the expiration of any time for appeal or review of an Order and Final Judgment, or, if any appeal is filed, after an Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; (4) the expiration of time to appeal or seek permission to appeal from the Order and Final Judgment or, if any appeal is filed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari; and (5) this Agreement is no longer subject to termination by any Party as provided for in Section V.

49. Provision of Credit Monitoring Services. Defendant shall pay, or cause to be paid, the cost of all Approved Claims for Credit Monitoring Services within thirty (30) days after the later of: (i) the Effective Date or (ii) receipt of an invoice, executed IRS Form W-9, and payment instructions from the Settlement Administrator. The Settlement Administrator shall send an activation code to each Settlement Class Member who submitted an Approved Claim within fourteen (14) days after receipt of such funds. The code can be used to activate Credit Monitoring

Services via an enrollment website maintained by the provider of the service. Such activation codes shall be sent via U.S. mail or e-mail. Claimants may activate Credit Monitoring Services within ninety (90) days of the date the Settlement Administrator sends the activation code.

50. Payment of Other Benefits. Defendant shall pay, or cause to be paid, the cost of all Approved Claims for reimbursement of Out-of-Pocket Losses and Attested Time within thirty (30) days after the later of: (i) the Effective Date or (ii) receipt of an invoice, executed IRS Form W-9, and payment instructions from the Settlement Administrator. The Settlement Administrator shall issue payments for reimbursement of Out-of-Pocket Losses and Attested Time within fourteen (14) days after receipt of such funds.

51. Returned Checks. For any check or draft issued to a Settlement Class Member returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement settlement checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

52. Uncashed Checks. To the extent that a settlement check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (a) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (b) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (c) reissuing a check or mailing the Settlement Class Member a postcard (either to an updated address, if located, or the original address, if not) providing information regarding how to obtain a reissued check. Any reissued settlement checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

53. Deceased Class Members. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the settlement check to the Settlement Class Member's estate upon receiving proof that the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel.

54. All Claims Satisfied. Each Settlement Class Member shall look solely to the relief described in Paragraph 33 for settlement and satisfaction, as provided herein, of all Released Claims. No Settlement Class Member, or their respective heirs, executors, trustees, administrators, representatives, agents, partners, successors, attorneys, and assigns, shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, or Class Counsel based on the distribution of benefits to Settlement Class Members.

IV. RELEASES AND JURISDICTION OF THE COURT

55. Release of Released Persons and Released Parties. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each of the Settlement Class Members, including Plaintiffs, and each of their respective past, present, and future heirs, beneficiaries, conservators, executors, trustees, administrators, accountants, financial or other advisor, representatives, agents, partners, successors, attorneys, and assigns, and any representatives of any of these persons and entities (the “Releasing Parties”) shall be deemed to have, and by operation of the Order and Final Judgment fully, finally, and forever released, relinquished, acquitted, and discharged any and all Released Claims against Released Persons, including Unknown Claims. Further, upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, or representatively, as a member of or on behalf of the general public in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other form (other than participation in the Settlement as provided for herein) in which any of the Released Claims is asserted. However, this paragraph does not intend to prohibit Settlement Class Members from communicating with any governmental authorities or law enforcement agencies related to the Data Incident.

56. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Class Representatives and all other Settlement Class Members shall be enjoined from prosecuting any Released Claims in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order. It is further agreed that the Settlement may be pleaded as a complete defense to any action or proceeding subject to this section.

57. Limitation of Liability. The Parties, Class Counsel, Defendant’s Counsel, and Defendant’s insurers and reinsurers, shall not have any liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of claims made or benefits available pursuant to this Agreement; (c) the formulation, design, or terms of the disbursement of the claims made or benefits available pursuant to this Agreement; and (d) the determination, administration, calculation, or payment of any claims made pursuant to this Agreement.

58. Resolution of Disputes; Retention of Jurisdiction. Any disputes between or among the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement between the Parties, be submitted to the Court for resolution. The Court shall retain jurisdiction over the implementation and enforcement of this Agreement.

V. TERMINATION OF THE AGREEMENT

59. Rejection or Material Alteration of Settlement Terms. Plaintiffs and Defendant shall each have the right to terminate this Agreement by providing written notice to the other within seven (7) days of: (a) the Court declining to enter the Preliminary Approval Order in a form materially consistent with this Settlement Agreement and indicating that it would not do so even if the Parties make revisions that were materially consistent with this Settlement Agreement; (b) the Court declining to enter an Order and Final Judgment in a form materially consistent with

this Agreement (other than determining, in the Court's sole discretion, the amount of the attorneys' fees and expenses award and service award in accordance with Paragraphs 34 and 35 and indicating that it would not enter an Order and Final Judgment if the Parties make revisions that were materially consistent with this Settlement Agreement; (c) the date upon which the Order and Final Judgment is modified or reversed in any material respect by any appellate court, which indicates that the Settlement cannot be approved if the Parties make revisions that are materially consistent with this Settlement Agreement (except with respect to the amount of the attorneys' fees and expenses or service award); (d) Defendant's receipt of more than 20 Opt-Out Requests (exclusions) from the Settlement Administrator after the Opt-Out Deadline as set forth in Paragraph 46; or (e) the mutual agreement of Plaintiffs and Defendant to terminate the Agreement. No Party shall be required to exercise any termination right arising under this Section. If Defendant opts to terminate this Agreement pursuant to this Paragraph 59(d), Defendant shall be responsible for any settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and service awards. Notwithstanding any statement in this Settlement Agreement to the contrary, no reduction, modification, or reversal of any award of attorneys' fees, costs, expenses, or service awards—whether by the Settlement Court or on appeal—shall constitute grounds for cancellation or termination of the Settlement Agreement.

60. Return to Pre-Agreement Status. In the event any Party exercises a right of termination enumerated in Paragraph 59, this Agreement shall be null and void and have no force and effect. The Parties shall jointly request the Court vacate any orders entered by the Court in furtherance of this Agreement, and the Parties shall be returned their respective rights and obligations as they existed prior to the execution of this Agreement. In the event either Party exercises any right of termination, the Parties agree to jointly request that the Court provide a reasonable opportunity proceed with such further litigation or proceedings as contemplated before the Parties entered into this Agreement.

61. No Admission of Liability / Compromise of Disputed Claims. Whether or not the Effective Date occurs, the Parties agree that this Agreement and any and all negotiations, documents, and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute, regulation, or law, of any liability or wrongdoing by Defendant or of the truth of any claims or allegations contained in the Complaint; and evidence thereof shall not be discoverable or used directly or indirectly by Plaintiffs or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in the Action or in any other action or proceeding. This Agreement and all of the terms herein constitute compromises and offers to compromise under applicable federal rules of court and statutes. In the event that this Agreement is terminated pursuant to Paragraph 59, nothing in this Agreement or its negotiation may be used in the Action or in any proceeding for any purpose. The Parties expressly waive the potential applicability of any doctrine, case law, statute, or regulation, which, in the absence of this paragraph of this Agreement, could or would otherwise permit the admissibility into evidence of the matters referred to in this paragraph. The Parties expressly reserve all their rights and defenses if the Settlement set forth in this Agreement does not become final and effective substantially in accordance with the terms of this Agreement. This Agreement, any orders, pleadings, or other documents entered in furtherance of it, and any performance shall not be admissible, discoverable, or relevant in any other case or proceeding against Defendant to establish class certification, coverage obligations, liability, or wrongdoing. This provision shall survive any termination of the Agreement.

VI. REPRESENTATIONS AND WARRANTIES

62. Authorization to Enter this Agreement. The undersigned representative of Defendant represents and warrants that he or she is fully authorized to enter into and to execute this Agreement on behalf of Defendant. Class Counsel represents and warrants that they are fully authorized to conduct settlement negotiations with Defendant's Counsel on behalf of Plaintiffs and to enter into, and to execute, this Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval.

63. Assignment. Plaintiffs represent and warrant that they have not assigned, transferred, or purported to assign or transfer, in whole or in part, any interest in the Action or the Released Claims under this Agreement.

64. Representation. Plaintiffs acknowledge that they have been represented by counsel of their own choosing in this Action and the negotiation and execution of this Agreement, that they fully understand the terms of this Agreement, and that they have had a reasonable and sufficient opportunity to consult with Class Counsel before executing this Agreement.

VII. ADDITIONAL PROVISIONS

65. Intent. It is the Parties' intent for this Agreement to be a final and complete resolution of all disputes between them with respect to the Action.

66. Use of this Agreement. The provisions of this Agreement, and any orders, pleadings, or other documents entered in furtherance thereof, may be offered or received in evidence solely: (i) to enforce the terms and provisions of this Agreement; (ii) as specifically authorized by a court of competent jurisdiction after notice and opportunity to be heard; (iii) to establish payment or a defense in a subsequent action, including res judicata; or (iv) to obtain Court approval of this Agreement.

67. Binding Effect. This Agreement binds and benefits each Party's successors and assigns.

68. Headings. The headings to this Settlement Agreement have been inserted for convenience only and are not to be considered when construing the provisions of this Agreement.

69. Construction. This Agreement shall be construed and interpreted to effectuate the intent of the Parties. Plaintiffs intend for the Agreement to provide fair compensation to Plaintiffs and the Class. Defendant intends for the Agreement to provide for a complete resolution by the Releasers of the Released Claims with respect to the Released Persons and Release Parties. This Settlement Agreement shall not be construed more strictly against one Party than another merely because of the fact that it may have been prepared by counsel for one of the Parties. The Parties recognize that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

70. Choice of Law. All terms of this Agreement shall be governed by and interpreted according to the substantive laws of the State of Kansas without regard to its choice of law or conflict of laws principles.

71. Amendment or Waiver. This Agreement shall not be modified except by a writing executed by all the Parties. Any waiver of rights under this Agreement shall be effective only if made in writing by the waiving Party or their counsel with the client's authorization. A waiver of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.

72. Modification. Prior to entry of the Final Order and Judgment, this Agreement may, with Court approval, be modified by written agreement of the Parties or their counsel, who may only sign with the permission of their clients, without additional notice to the Settlement Class, provided that any such modification is not materially adverse to the Class. Any Class Member who wishes to be notified of any changes as described in this paragraph, or any subsequent changes following the initial Notice of the Settlement, the preliminary approval hearing, and the Final Approval Hearing, must file a request for notice with the Court or send a written request to the Settlement Administrator or Class Counsel, who shall maintain a list of all such requests. Class Members who provide an e-mail address agree to electronic notification. This requirement shall be disclosed in the Settlement Long-Form Notice.

73. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed as valid as of the date thereof, and may be filed with the Court.

74. Integrated Agreement. This Agreement, including its exhibits, contains an entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties and supersedes any prior oral or written agreements and contemporaneous oral agreements among the Parties. All exhibits to this Agreement are incorporated into and made a part of this Agreement.

75. Notices. All notices and other communications required or permitted under this Agreement, other than requests to opt out of the proposed Settlement, shall be in writing and delivered in person, by overnight delivery service, or by facsimile, as follows:

If to the Plaintiffs:

Gary M. Klinger
Milberg, PLLC
277 Monroe Street, Suite 2100
Chicago, Illinois 60606
gklinger@milberg.com

If to Defendant:

Jenn O. Hatcher
Shook, Hardy & Bacon LLP
2555 Grand Blvd.
Kansas City, MO 64108
jhatcher@shb.com

76. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision if the Parties mutually elect to proceed as if such invalid, illegal, or unenforceable provision had never been included in the Agreement.

77. Confidential Information. The Settlement Administrator shall keep confidential all personally identifying information of Class Members and any financial information of Defendant obtained in connection with this Agreement.

78. Deadlines. If any deadline under this Settlement Agreement falls on a weekend or federal or state legal holiday, the deadline shall be extended to the next business day.

79. Retention of Records. The Settlement Administrator shall retain copies or electronic images of all mailed notices (or records thereof), returned notices, settlement-related correspondence, and settlement checks for one hundred and eighty (180) days after the Effective Date. After this time, the Settlement Administrator shall provide these records to Defendant's Counsel and destroy any remaining copies in its possession.

SIGNATURES OF THE PARTIES

On Behalf of Plaintiffs

Dated: April 15, 2026

Gary M. Klinger

Gary M. Klinger

On Behalf of Susan B. Allen Memorial Hospital

Dated: _____

Name: _____

Title: _____

EXHIBIT A

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Susan B. Allen Data Security Litigation

Case No. BU-2025-CV-000185

District Court of Butler County, Kansas

CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

GENERAL INSTRUCTIONS

Who is eligible to file a claim? The Court has defined the Class to include: “All persons who were sent written notification of the Data Incident.”

Excluded from the Class are: (1) the Judge in this Action, and (2) anyone who perpetrated the Data Incident.

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

AVAILABLE BENEFITS

All Class Members may claim **Credit Monitoring and Identity Theft Protection Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- Healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- Unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS.

Reimbursement for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$100.00**. The losses must have occurred between July 14, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- Losses because of identity theft or fraud
- Fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- Costs to replace your IDs
- Postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You may also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

In re: Susan B. Allen Data Security Litigation

Case No. BU-2025-CV-000185

District Court of Butler County, Kansas

CLAIM FORM

Your claim must
be submitted
online or
postmarked by:

[Claims Deadline]

are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You may not seek payment for expenses that have already been reimbursed by a third party.

Reimbursement for Attested Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- Changing your passwords
- Investigating suspicious activity in your accounts
- Researching the Data Incident

You must briefly describe how you spent this time.

There is an aggregate cap of \$100.00 on these benefits. This means that the total amount you can receive for both types of cash claims is subject to to a \$100.00 aggregate cap.

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

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

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT

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

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

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

You must submit your Claim Form online, by mail, or by email no later than **[Claims Deadline].**

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

In re: Susan B. Allen Data Security Litigation
Case No. BU-2025-CV-000185
District Court of Butler County, Kansas

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

CLAIM FORM

I. CLASS MEMBER NAME AND CONTACT INFORMATION

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

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID (if known)

II. CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES

- ☐ Check this box if you would like to enroll in two years of **Credit Monitoring and Identity Theft Protection Services** from CyEx Medical Shield Complete.

III. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

- ☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud that you have not been reimbursed for by another party. You can get back up to \$100.00.

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

<i>Description of Documentation Provided</i>	<i>Amount</i>
<i>Example: Unauthorized bank transfer</i>	<i>\$50</i>
TOTAL CLAIMED:	

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

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

In re: Susan B. Allen Data Security Litigation
Case No. BU-2025-CV-000185
District Court of Butler County, Kansas

CLAIM FORM

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

IV. REIMBURSEMENT FOR ATTESTED TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to four) you spent. You must briefly describe how you spent this time.

I spent (select only **one**): ☐ 1 hour (\$25.00) ☐ 2 hours (\$50.00) ☐ 3 hours (\$75.00)
☐ 4 hours (\$100.00)

Describe what you spent this time on: _____

If you claim Documented Reimbursement for Out-of-Pocket Losses (Section III, above), the combined total is capped at \$100.00

V. PAYMENT SELECTION

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

- ☐ **PayPal**
Email address, if different than you provided in Section 1: _____
- ☐ **Venmo**
Mobile number, if different than you provided in Section 1: _____
- ☐ **Zelle**
Email address or mobile number, if different than you provided in Section 1: _____
- ☐ **Virtual Prepaid Card**
Email address, if different than you provided in Section 1: _____
- ☐ **Physical Check**
Payment will be mailed to the address provided in Section 1.

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

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

In re: Susan B. Allen Data Security Litigation
Case No. BU-2025-CV-000185
District Court of Butler County, Kansas

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

CLAIM FORM

VI. ATTESTATION & SIGNATURE

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

Signature

Printed Name

Date

Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com)

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re: Susan B. Allen Data Security Litigation

Case No. BU-2025-CV-000185

District Court of Butler County, Kansas

**IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE JULY 2025
SUSAN B. ALLEN MEMORIAL HOSPITAL DATA INCIDENT,
A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS,
AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.**

A court has authorized this Notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this Notice carefully and completely.

- A Settlement has been reached with Susan B. Allen Memorial Hospital (“SBAMH” or “Defendant”) in a class action lawsuit. This case is about a targeted cyberattack on SBAMH’s computer systems that occurred in July 2025 (the “Data Incident”). Certain files that contained private information were accessed. These files may have contained personal information such as names; dates of birth; health insurance information; billing information; and medical treatment information.
- The lawsuit is called *In re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185 and it is pending in the District Court of Butler County, Kansas (the “Litigation”).
- SBAMH denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs, risks, disruptions, and uncertainties of continuing the Litigation.
- SBAMH’s records indicate that you are a Class Member and entitled to benefits under the Settlement. You may have received a previous notice directly from SBAMH.
- Your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	<u> </u> , 2026
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	<u> </u> , 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	<u> </u> , 2026
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

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

WHAT THIS NOTICE CONTAINS

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THE SETTLEMENT BENEFITS.....	4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS	5
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Basic Information

1. Why was this Notice issued?

The District Court of Butler County, Kansas, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *In re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185. It is pending in the District Court of Butler County, Kansas. The people that filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the company they sued, Susan B. Allen Memorial Hospital, is called the “Defendant.”

2. What is this lawsuit about?

This lawsuit alleges that during a July 2025 targeted cyberattack on SBAMH’s computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names, dates of birth, health insurance information, billing information, and medical treatment information.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the “Plaintiffs” or “Class Representatives.” Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Dean Dickhout; Jessica Huston; Robin Kiddoo; and Brenda Sherman. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

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

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Class to include: “All persons who were sent written notification of the Data Incident.”

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (1) the Judge in this case, and the Judge’s family and staff; and (2) anyone who perpetrated the Data Incident.

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

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

You may also view the Settlement Agreement at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).

The Settlement Benefits

7. What does the Settlement provide?

All Class Members may claim **Credit Monitoring and Identity Theft Protection Services** and one or more of the **cash payment** options. The benefits are explained in more detail below.

CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES. All Class Members are eligible to enroll in two years of CyEx Medical Shield Complete. This comprehensive service comes with \$1 million of medical identity theft insurance, and includes monitoring for:

- Healthcare insurance ID exposure
- Medical Record Number (MRN) exposure
- Unauthorized Health Savings Account (HSA) spending

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

CASH PAYMENT OPTIONS

Reimbursement for Out-of-Pocket Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **\$100.00**. The losses must have occurred between July 14, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- Losses because of identity theft or fraud
- Fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- Costs to replace your IDs
- Postage to contact banks by mail

You must send proof, like bank statements or receipts, to show how much you spent or lost. You may also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You may not claim a payment for expenses that have already been reimbursed by a third party.

Reimbursement for Attested Time. Class Members who spent time responding to the Data Incident may claim up to four hours, at \$25.00 per hour, for a maximum of **\$100.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- Changing your passwords
- Investigating suspicious activity in your accounts
- Researching the Data Incident

You must briefly describe how you spent this time.

There is an aggregate cap of \$100.00 on these benefits. This means that the total amount you can receive for both types of cash claims is subject to a \$100.00 aggregate cap.

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

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

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

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

Submitting a Claim Form for a Settlement Payment

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

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

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

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

10. Are there any important Settlement payment deadlines?

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

11. When will the Settlement benefits be issued?

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

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

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed law firms Milberg, PLLC and McShane & Brady, LLC (“Class Counsel”) to represent you and the other Class Members.

13. Should I get my own lawyer?

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

14. How will Class Counsel be paid?

Class Counsel will ask the Court to approve \$150,000.00 as reasonable attorneys’ fees and costs of litigation. This amount will be paid by SBAMH.

Class Counsel will also ask for Service Award payments of \$1,000.00 for each of the Class Representatives. Service Award payments will also be paid by SBAMH.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

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

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

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

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

- (1) the name of the Litigation: *In re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185, pending in the District Court of Butler County, Kansas;
- (2) your full name, mailing address, telephone number, and email address;
- (3) personal signature; and
- (4) the words “Request for Exclusion” or a clear and similar statement that you do not want to participate in the Settlement.

You may exclude only yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

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

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

Commenting on or Objecting to the Settlement

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

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

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

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

- (1) the name of the Litigation: *In re: Susan B. Allen Data Security Litigation*, Case No. BU-2025-CV-000185, pending in the District Court of Butler County, Kansas;

- (2) your full name, mailing address, telephone number, and email address;
- (3) a clear description of all the reasons you object; include any legal support, such as documents, you may have for your objection;
- (4) if you have hired your own lawyer to represent you for this objection, provide their name, bar number, and contact information; and
- (5) your signature (or, if you have hired your own lawyer, your lawyer's signature).

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

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

Clerk of the Court	Settlement Administrator
Clerk of the Court [Court Address]	SBAMH Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958
Class Counsel	Defendant's Counsel
Gary M. Klinger Milberg, PLLC 277 Monroe Street, Suite 2100 Chicago, Illinois 60606	Jenn O. Hatcher Shook, Hardy & Bacon LLP 2555 Grand Blvd. Kansas City, MO 64108

17. What is the difference between objecting and excluding?

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

The Court's Final Approval Hearing

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

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

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

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

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

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

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

If I Do Nothing

20. What happens if I do nothing at all?

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

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

Getting More Information

21. How do I get more information?

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

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

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

To obtain copies of publicly filed documents, visit the office of the Clerk of the Court, [Court Address].

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

EXHIBIT C

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

***In re: Susan B. Allen
Data Security Litigation***

Case No. BU-2025-CV-000185

**IF YOUR PRIVATE INFORMATION WAS
COMPROMISED IN THE JULY 2025
SUSAN B. ALLEN MEMORIAL HOSPITAL
DATA INCIDENT, A PROPOSED CLASS
ACTION SETTLEMENT MAY AFFECT YOUR
RIGHTS AND ENTITLE YOU TO BENEFITS
AND A CASH PAYMENT.**

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

**THIS NOTICE IS ONLY A SUMMARY.
VISIT [WWW.\[SETTLEMENTWEBSITE\].COM](http://WWW.SETTLEMENTWEBSITE.COM)
OR SCAN THIS QR CODE
FOR COMPLETE INFORMATION.**



First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

Claim #: XXX- «LoginID» - «MailRec»

«First1» «Last1»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

Why am I receiving this notice?

A settlement has been reached with Susan B. Allen Memorial Hospital ("SBAMH") in a class action lawsuit ("Settlement"). The case is about a July 2025 cyberattack on SBAMH's computer systems (the "Data Incident"). Files containing private information were accessed. SBAMH denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement?

The Court has defined the Class as: "All persons who were sent written notification of the Data Incident."

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

What are the Settlement benefits?

You may claim two years of **Credit Monitoring and Identity Theft Protection Services** and one or more of the following **cash payment** options.

- If you have documented out-of-pocket losses, you can get back up to **\$100**.
- If you spent time fixing problems caused by this incident, you can get back \$25/hour for up to four hours (up to **\$100**).

Full details and instructions are available online.

How do I receive a benefit?

If you are claiming out-of-pocket losses, file all of your claims online. Otherwise, you may fill out the Claim Form below, tear at the perforation, and return by U.S. Mail. Postage is already paid. For a full paper Claim Form call **1-XXX-XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline].**

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

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

When will the Court approve the Settlement?

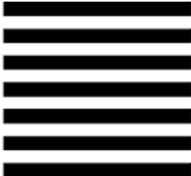
The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to \$150,000, and \$1,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 47 COSTA MESA CA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



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



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

PIN: «PIN»

Only one Claim Form per Class Member.

«First1» «Last1»
 «Addr1» «Addr2»
 «City», «St» «Zip»

INSTRUCTIONS: Use this card to submit your claim for two years of **Credit Monitoring and Identity Theft Protection Services** and/or a **Reimbursement for Attested Time**.

To claim cash payments for out-of-pocket losses, visit the settlement website at [www.\[SettlementWebsite\].com](http://www.[SettlementWebsite].com).
To request a full paper Claim Form, call 1-XXX-XXX-XXXX.

☐

Check this box to enroll in two years of **Credit Monitoring and Identity Theft Protection Services** from CyEx Medical Shield Complete.

☐

Check this box to claim a **Reimbursement for Attested Time.**

I spent (select only **one**): ☐ 1 hour (\$25) ☐ 2 hours (\$50) ☐ 3 hours (\$75) ☐ 4 hours (\$100)

Briefly describe how you spent this time: _____

☐

Check this box to **attest and affirm** under penalty of perjury this claim is true.

How would you like to be paid:

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

For digital payments, please **PRINT** your email address **LEGIBLY** in the boxes below and doublecheck that it is correct:

[illegible]

Notify us if your contact information is different from what is shown above, or changes after submitting this form.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Susan B. Allen Memorial Hospital Settlement Resolves Data Breach Lawsuit](#)
