

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

**JOSEPH BOINTY, YOVAN
BRINDOU, DIA CAMPBELL-
DETRIXHE, KIMBERLEY
CARROLL, YOVANY
CORDERO SALCEDO,
CLENDON DETRIXHE,
CONCEPCION GEORGE,
ELIZABETH GRIMES, TY
HARPER, SHAWN JOHNSON,
DEREK MANEK, BRENDA KAY
ROBINSON, ZACHARY
WARNER, and SAMANTHA
KING, individually and on behalf of
all others similarly situated,**

Plaintiffs,

v.

INTEGRIS HEALTH, INC.,

Defendant.

Case No. CJ-2023-7235

Judge: Dishman

Consolidated with Case Numbers:

1. CJ-2023-7249
2. CJ-2024-620
3. CJ-2024-621
4. CJ-2024-652
5. CJ-2024-654
6. CJ-2024-666
7. CJ-2024-686
8. CJ-2024-818
9. CJ-2024-819

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Plaintiffs Joseph Bointy, Yovan Brindou, Dia Campbell-Detrixhe, Kimberley Carroll, Yovany Cordero Salcedo, Clendon Detrixhe, Concepcion George, Elizabeth Grimes, Ty Harper, Shawn Johnson, Derek Manek, Brenda Kay Robinson, Zachary Warner, and Samantha King (collectively, “Plaintiffs” or “Class Representatives”), individually and on behalf of all other similarly situated individuals (the “Settlement Class” or “Settlement Class Members,” as defined below), and Defendant

Integris Health, Inc. (“Integris” or “Defendant”) in the case styled *Bointy, et al. v. Integris Health, Inc.*, Case No. CJ-2023-7235, currently pending in the District of Oklahoma County, State of Oklahoma. Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

I. RECITALS

1. This Settlement arises out of a data security incident experienced by Integris on or around November 28, 2023, as a result of which a cybercriminal group sent extortion emails to some Plaintiffs and Class Members claiming it had stolen the personally identifiable information (“PII”) and protected health information (“PHI”) of approximately 2,426,868 Integris patients, including 255,647 minors (the “Data Security Incident”). The types of PII and PHI potentially impacted in the Data Security Incident may have included Social Security numbers, dates of birth, addresses, phone numbers, and health insurance information.

2. On December 28, 2023, Plaintiff Clendon Detrixhe filed the first putative class action lawsuit stemming from the Data Security Incident in the District Court of Oklahoma County, State of Oklahoma (Case No. CJ-2023-7249). Thereafter, nine (9) related putative class action lawsuits were filed in the District Court of Oklahoma County, State of Oklahoma (Case No. CJ-2023-7249, Case No. CJ- 2024-620, Case No. CJ-2024-621, Case No. CJ-2024-652, Case No. CJ-2024-666, Case No. CJ-2024-686, Case No. CJ-2024-818, Case No. CJ-2024-819).

3. Additionally, eleven (11) putative class action lawsuits stemming from the Data Security Incident were filed in the United States District Court for the Western

District of Oklahoma. *Johnson v. Integrus Health, Inc.*, No. 5:23-cv-01192, ECF No. 23 (W.D. Okla.). On January 30, 2024, Chief Judge Timothy DeGiusti held a telephonic status conference to address the Class Action Fairness Act's geography-based exceptions (28 U.S.C. § 1332(d)(4)) due to the possibility that many putative class members resided in Oklahoma. *Johnson v. Integrus Health, Inc.*, No. 5:23-cv-01192, ECF No. 21 (W.D. Okla.). Pursuant to the Court's January 31, 2024, post-status conference order, counsel for Integrus was to "file a notice . . . in which counsel shall set forth Integrus's most recent *interpretation* of the figures regarding residency of putative class members, as discussed during the status conference." *Johnson v. Integrus Health, Inc.*, No. 5:23-cv-01192, ECF No. 23 (W.D. Okla.). Accordingly, on February 12, 2024, counsel for Integrus filed a Notice Regarding Residency in Case No. CIV-23-1192-D (ECF No. 22), in which counsel for Integrus stated that "2,624,041 individuals residing in the United States have been notified" of the Data Security Incident. Of those already notified, "2,431,693 individuals are Oklahoma residents." Thereafter, all eleven (11) putative class action lawsuits filed in the United States District Court for the Western District of Oklahoma were voluntarily dismissed without prejudice.

4. On February 23, 2024, the District Court of Oklahoma County, State of Oklahoma appointed William B. Federman of Federman & Sherwood and James J. Pizzirusso of Hausfeld LLP as Interim Co-Lead Class Counsel in the Litigation (collectively, "Class Counsel"). The Court also appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, Bryan L. Bleichner of Chestnut Cambronne

PA, Laura Van Note of Cole & Van Note, James E. Cecchi of Carella Byrne Cecchi Brody Agnello, P.C., and Linda P. Nussbaum of Nussbaum Law Group, P.C. as members of the Plaintiffs' Steering Committee.

5. On March 7, 2024, the District Court of Oklahoma County, Oklahoma consolidated Case No. CJ-2023-7249, Case No. CJ-2024-620, Case No. CJ-2024-621, Case No. CJ-2024-652, Case No. CJ-2024-666, Case No. CJ-2024-686, Case No. CJ-2024-818, and Case No. CJ-2024-819 (the "Pending Individual Lawsuits") into the first filed case, Case No. CJ-2023-7235 (together with the Pending Individual Lawsuits, the "Litigation").

6. Plaintiffs filed their Consolidated Class Action Petition on April 15, 2024, alleging claims of (i) negligence; (ii) negligence per se; (iii) breach of implied contract; (iv) unjust enrichment; (v) negligent training, hiring, and supervision; (vi) deceit, non-disclosure, and concealment; (vii) breach of fiduciary duty; and (viii) declaratory and injunctive relief. In response to Plaintiffs' Consolidated Petition, Integris filed a Partial Motion to Dismiss ("PMTD") that sought dismissal of Plaintiffs' claims for (i) negligence per se; (ii) breach of implied contract; (iii) unjust enrichment; (iv) deceit, non-disclosure, and concealment; and (v) declaratory and injunctive relief. The Parties fully briefed the PMTD and Integris filed a Partial Answer to Plaintiffs' Consolidated Petition on October 3, 2024.

7. With the assistance of experienced mediator Daniel E. Holeman ("Mediator"), counsel for Integris and Plaintiffs engaged in extensive negotiations

concerning a possible settlement of the claims asserted in the Litigation, including an initial mediation session on October 8, 2024. Although considerable progress was made, the mediation did not result in a settlement.

8. On October 17, 2024, Integris filed a Third-Party Petition against Tech Mahindra, LLC (“TechM”). According to Integris’s Third-Party Petition, “[t]he Data Security Incident was a direct result of TechM’s failures to implement and/or follow adequate and reasonable cybersecurity procedures and protocols necessary to protect Integris data, including Private Information.” Integris also claimed “Plaintiffs’ Lawsuit directly involve[s] claims arising out of or related to TechM’s breaches of its obligations to Integris.” Integris’s Third Party Petition alleged claims for (i) negligence; (ii) breach of express contract; (iii) unjust enrichment; and (iv) common law defense and indemnity.

9. In response to Integris’s Third-Party Petition, TechM filed a Motion to Compel Arbitration and Motion to Dismiss (“Motion to Compel”) on November 14, 2024.

10. Integris voluntarily dismissed TechM from the Litigation without prejudice on November 26, 2024.

11. Counsel for Integris and Plaintiffs continued settlement negotiations and attended a second formal mediation session with the Mediator on December 12, 2024. During the second mediation, the Parties engaged in extensive negotiations concerning a possible settlement of the claims asserted in the Litigation. The second mediation also did not result in a settlement, but significant progress was made. At the end of the mediation, Plaintiffs, through the Mediator, made a best and final offer, which Integris ultimately

accepted (subject to the terms herein) following a thorough consideration of the same. The terms of the Settlement are set forth in this Settlement Agreement.

12. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, and denies all material allegations of the Consolidated Class Action Petition.

13. Plaintiffs and Class Counsel believe that the legal claims asserted in the Litigation have merit. Class Counsel have extensively investigated the facts relating to the claims and defenses alleged in the Litigation and events underlying it, have made a thorough study of the legal principles applicable to the claims and defenses, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

14. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

15. The Parties agree and understand that neither this Settlement Agreement, nor

the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, whether an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or otherwise, or that any such claims would be suitable for class treatment, in each case relating to the Data Security Incident.

16. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, all matters and claims in the Consolidated Class Action Petition, all matters and claims arising out of or related to the allegations and/or subject matter of the Consolidated Class Action Petition and Litigation, and all matters and claims that could have been asserted in the Litigation shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions—as they relate to the Released Parties.

II. DEFINITIONS

17. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Agreement” or “Settlement Agreement” means this agreement.

b. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request made by any other attorneys) for payment of attorneys’ fees, expenses, and Litigation Costs incurred in respect of the Litigation.

c. “Claim Check” shall have the meaning given in Paragraph 46.

d. “Claim Form” means the form that members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under the laws of the United States but shall not require a notarization or any other form of verification.

e. “Claim Payment” shall have the meaning given in Paragraph 44.

f. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date.

g. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date.

h. “Claimants” shall have the meaning given in Paragraph 34.

i. “Class Counsel” shall have the meaning given in Paragraph 4.

j. “Class List” shall have the meaning given in Paragraph 56.

k. “Class Notice” means the notice of this Settlement to be provided to Settlement Class members, which shall include the Long-Form Notice, Postcard Notice, and Email Notice substantially in the form attached hereto as **Exhibits B, C, and D**, respectively.

l. “Class Representatives” shall have the meaning given in the opening paragraph of the Settlement Agreement.

m. “Court” means the District Court of Oklahoma County, State of Oklahoma.

n. “Cy Pres Designee” means the Infant Crisis Services (Federal Tax ID Number: 73-1378766) , a not-for-profit entity mutually agreed upon by the Parties, who may receive unclaimed residual funds as set forth in Paragraph 47, subject to approval by the Court.

o. “Data Security Incident” shall have the meaning given in Paragraph 1.

p. “Day(s)” means calendar days, provided that, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” does not include the day of the act, event, or default from which the designated period of time begins to run and includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

q. “Defendant’s Counsel” means Amanda Harvey and Kayleigh Watson of Mullen Coughlin LLC.

r. “Documented Loss Payment” means documented out-of-pocket costs or expenditures that a Settlement Class Member actually incurred that are fairly traceable to the Data Security Incident, and that have not already been reimbursed by a third party, as set forth in Paragraph 34(a). Documented Losses may include, without limitation, the following: costs associated with credit monitoring or identity theft insurance purchased directly by the claimant; costs associated with requesting a credit report; costs associated with a credit freeze; costs associated with cancelling a payment card and/or obtaining a

replacement payment card; costs associated with closing a bank account and/or opening a new bank account; postage, long-distance phone charges, express mail and other incidental expenses; unrefunded overdraft and/or overdraft protection fees; unrefunded late and/or missed payment fees and/or charges; unrefunded fraudulent charges occurring on or after November 1, 2023; damages and costs associated with any stolen benefits or tax returns; costs associated with paying for services meant to remove the claimant's PII/PHI from the dark web that was purchased directly by the claimant; and costs associated with the claimant paying a ransom demand to the perpetrator of the Data Security Incident.

s. "Effective Date" means the date defined in Paragraph 107.

t. "Email Notice" means the email to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as attached as **Exhibit E** to this Settlement Agreement

u. "Final" with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; and (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).

v. "Final Approval Hearing" means the hearing to determine whether the

Settlement should be given final approval and whether the applications of Class Counsel for an Attorneys' Fees, Costs, and Expenses Award and for Service Awards should be approved.

w. "Final Approval Order" means the order of the Court finally approving this Settlement and attached hereto as **Exhibit F**.

x. "Final Judgment" means the dismissal with prejudice of the Litigation, including the Pending Individual Lawsuits, entered in connection with the Final Approval Order.

y. "Litigation" has the meaning provided in Paragraph 5.

z. "Litigation Costs" means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, and settling the Litigation, and obtaining a Final Approval Order and Final Judgment.

aa. "Long-Form Notice" means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.

bb. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following, in the following order: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement; (ii) any taxes owed by the Settlement Fund; (iii) any Service Awards approved by the Court; and (iv) any Attorneys' Fees, Costs, and Expenses Award approved by the Court.

cc. "Notice and Claims Administration Costs" means all approved

reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement.

dd. “Notice Date” means the date defined in Paragraph 58.

ee. “Notice Program” means the notice program described in Section XI.

ff. “Objection(s)” shall have the meaning set forth in Section XII.

gg. “Objection Deadline” means the date defined in Paragraph 68 or as otherwise ordered by the Court.

hh. “Opt-Out Date” means the date defined in Paragraph 73 or as otherwise ordered by the Court.

ii. “Parties” collectively means Plaintiffs and Defendant, and a “Party” means any of the Plaintiffs or Defendant, individually.

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

kk. “Plaintiffs’ Released Claims” means those allegations and claims that were asserted against Integrus in the Litigation and could have been asserted against TechM with respect to the Data Security Incident as set forth more fully in Paragraph 17(qq)

ll. “Postcard Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as

attached as **Exhibit E** to this Settlement Agreement.

mm. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.

nn. “Preliminary Approval Order” means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, directing that notice be provided to the Settlement Class, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit E**.

oo. “Pro Rata Cash Award” shall have the meaning given in Paragraph 35.

pp. “Related Entities” or “Released Party” mean TechM, Integris, and each of their respective present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on behalf of any of the foregoing, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

qq. “Released Claims” or “Plaintiffs’ Released Claims” each collectively mean the (i) any and all claims for relief, lawsuits, charges, complaints, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, rights, benefits, obligations, attorneys’ fees, costs or expenses of any kind or nature whatsoever, in law, equity or otherwise, currently alleged in the Litigation and those that could have been asserted with respect to the Data Security Incident, whether based on contract, tort, statute, or any other legal theory, in each case, against the Released Entities as well as (ii) Unknown Claims, as defined in Paragraph 101. “Released Class Claims” means all class claims and other matters released in and by Section XIX of this Settlement Agreement.

rr. “Releasing Parties” shall be defined as Plaintiffs, those Settlement Class Members who do not validly and timely opt out of the Settlement Class, and all of their respective present or past spouses, heirs, executors, representatives, estates, administrators, predecessors, successors, assigns, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, partners, attorneys, accountants, financial and other advisors, underwriters, lenders, auditors, investment advisors, legal representatives, companies, firms, trusts, and corporations and/or anyone claiming through them or acting or purporting to act for them or on their behalf.

ss. “Request for Exclusion” shall have the meaning set forth in Paragraph 73.

tt. “Service Award” shall have the meaning set forth in Paragraph 78.

uu. “Settlement” means the settlement reflected by this Settlement

Agreement.

vv. “Settlement Administrator” means the class action settlement administrator retained by Class Counsel to conduct the Notice Program and administer the claims and Settlement Fund distribution process, along with any other responsibilities as set forth in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court. After reviewing bids, Class Counsel, subject to Court approval, have selected Simpluris as the Settlement Administrator in this matter.

ww. “Settlement Agreement” means this Settlement Release and Agreement, including all exhibits hereto.

xx. “Settlement Class” means all persons whose PII and/or PHI was compromised in the Data Security Incident, but specifically excluded from the Settlement Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement pursuant to the terms herein.

yy. “Settlement Class Member(s)” means all persons who are members of the Settlement Class. The Settlement Class consists of approximately 2,426,868 persons.

zz. “Settlement Fund” means the non-reversionary sum of thirty million dollars and zero cents (\$30,000,000.00), to be paid by Integris, or on Integris’s behalf, as

specified in this Settlement Agreement, including any interest accrued thereon after payment, which shall be used as the only source of payment for all costs of the Settlement.

aaa. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Long-Form Notice, and the Claim Form, among other information as agreed upon by the Parties and approved by the Court as required.

bbb. “Tax and Tax-Related Expenses” means any and all applicable taxes, duties, and similar charges imposed by any government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect to the Settlement Fund.

ccc. “Unclaimed Funds” means the sum of the Net Settlement Fund that remain after the payment of the Costs of Settlement Administration, Service Award, Fee Award and Costs, Taxes and Tax-Related Expenses, Credit Monitoring and Insurances Services, and after the expiration of checks issued to Settlement Class Members who submitted a valid and timely Claim Form for Documented Loss Payments and/or Pro Rata Cash Awards, and any Subsequent Settlement Payment (described herein).

ddd. “United States” as used in this Settlement Agreement includes the District of Columbia and all territories.

eee. “Valid Claims” means Settlement Claims Form submitted by a Settlement Class Member that indicate the Settlement Class Member’s Settlement benefit

election and provide the Settlement Administrator with correct information for disbursement of a Documented Loss Payment or Pro Rata Cash Award, and that are sent to the Settlement Administrator prior to the Claims Deadline.

fff. “TechM” means Tech Mahindra LLC and Tech Mahindra Limited, a third-party service provider of certain networking and support services for Integris.

III. CERTIFICATION OF THE SETTLEMENT CLASS

18. For settlement purposes only, Plaintiffs will request, and Defendant will not oppose, that the Court certify the Settlement Class.

19. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Plaintiffs’ request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendant reserves the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any person in any litigation or other proceeding against Defendant or any Related Entities as evidence in support of a motion to certify any class.

IV. THE SETTLEMENT FUND

20. **The Non-Reversionary Settlement Fund:** Defendant is responsible for making a payment of thirty million dollars and zero cents (\$30,000,000.00), which shall constitute the Settlement Fund. Integris shall first deposit or have deposited

21. an initial up-front amount, to be determined by the Settlement Administrator, into the Settlement Fund to cover initial notice and administration costs, within thirty (30)

Days after the Court enters a Preliminary Approval Order. Integris shall fund the balance of the Settlement Fund within thirty (30) Days of the Effective Date. For the avoidance of doubt, Defendant's liability under this Agreement shall not exceed thirty million dollars and zero cents (\$30,000,000.00), inclusive of any Service Awards; any Attorneys' Fees, Costs, and Expenses Award; any Notice and Claims Administration Costs; any payments made, or other benefits provided to Settlement Class Members; and any taxes applicable to the Settlement Fund. The timing set forth in this provision is contingent upon Defendant's receipt of a Form W-9 and payment instructions from the Settlement Administrator for the Settlement Fund by the date that the Preliminary Approval Order is issued.

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

23. **Effect of Termination:** In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Settlement Agreement; (ii) any amounts remaining in the

Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Settlement Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to the payor of the Settlement Fund; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

24. **Non-Reversionary:** This Settlement is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section XVIII of this Settlement Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned.

25. **Use of the Settlement Fund:** As further described in this Settlement Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following, in the following order: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by Class Counsel and the Court; (ii) any taxes owed by the Settlement Fund; (iii) any Service Awards approved by the Court; (iv) any Attorneys' Fees, Costs, and Expenses Award approved by the Court; and (v) any payments made or other benefits provided to Settlement Class Members, pursuant to the terms and conditions of this Settlement Agreement. The Settlement Administrator will maintain control over the Settlement Fund and shall be responsible for all disbursements, including payment of any applicable taxes.

26. **Payment/Withdrawal Authorization:** No amounts may be withdrawn from

the Settlement Fund unless: (i) expressly authorized by this Settlement Agreement; or (ii) as may be approved by the Court. Class Counsel may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

27. **Payments to Class Members:** The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer, and oversee distribution of the Settlement Fund to Claimants pursuant to this Settlement Agreement.

28. **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement

Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check-clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

29. **Taxes:** All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered part of the Notice and Claims Administration Costs, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for any taxes related to the Settlement (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him or her of the receipt of funds from the Settlement Fund pursuant to this Settlement Agreement. Under no circumstances will Defendant have any liability for taxes or tax expenses under the Settlement Agreement.

30. **Limitation of Liability**

a. Defendant and Defendant's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) 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; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement

Fund or the filing of any returns.

V. REMEDIAL MEASURES AND CONFIRMATORY DISCOVERY

31. Remedial Measures. In response to the Data Security Incident, Integris made business practice improvements and commitments intended to enhance its data security posture. These business practice improvements and commitments are set forth in a declaration provided in conjunction with this Settlement Agreement and Release. Plaintiffs may file this declaration with the Court. Integris estimates that the cost of implementing these business practice improvements and commitments will cost approximately \$900,000.00. All costs and expenses incurred implementing these business practice improvements and commitments have or will be paid by Integris separate and apart from the Settlement Fund.

32. Confirmatory Discovery. Integris will provide reasonable access to confidential confirmatory discovery regarding the number and location of Settlement Class Members. Integris has provided confirmatory discovery regarding the facts and circumstances of the Data Security Incident , and the changes and improvements that have been made or are being made to further protect Settlement Class Members' PII and PHI.

VI. BENEFITS TO SETTLEMENT CLASS MEMBERS

33. Credit Monitoring and Insurance Services. Each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of credit monitoring and insurance services ("CMIS") regardless of whether they also make a claim for a Settlement Payment pursuant to Paragraph 34 below. The CMIS will include, at least, up to \$1 million identity theft insurance coverage and three bureau credit monitoring by a

vendor to be mutually agreed to by the Parties. A claim for CMIS may be combined with a claim for a Documented Loss Payment or a Pro Rata Cash Award, as described below.

34. Settlement Payments. Each Settlement Class Member who submits a valid and timely Claim Form (the “Claimants”) may also qualify for one (1) of the following Settlement Payments:

a. Documented Loss Payment. Settlement Class Members may submit a claim for up to twenty-five thousand dollars and zero cents (\$25,000.00) for reimbursement in the form of a Documented Loss Payment. Examples of expenses and/or losses eligible for a Documented Loss Payment are delineated in Paragraph 17(r). To receive reimbursement for Documented Loss Payment, Settlement Class Members must submit a valid Claim Form that includes the following: (i) third-party documentation supporting the loss; and (ii) 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. Third-party documentation can include receipts or other documentation not “self-prepared” by the Settlement Class Member. Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation; or

35. Pro Rata Cash Award. In the event a Documented Loss Payment is not selected, Settlement Class Members may submit a claim for a “Pro Rata Cash Award” from the Net Settlement Fund. The amount of the Pro Rata Cash Award will be calculated in accordance with Paragraph 36(a)–(c), below. The exact amount of the Pro Rata Cash

Award will be unknown until after the Settlement Administrator determines the amount of all Valid Claims but could be more or less than one hundred dollars and zero cents \$100.00.

36. Distribution of Settlement Payments.

a. The Settlement Administrator will use the Net Settlement Fund to make the following payments, in the following order: (i) any valid and approved claims for CMIS; (ii) any valid and approved claims for Documented Losses; and (iii) any valid and approved claims for Pro Rata Cash Awards.

b. The amount of each Pro Rata Cash Award payment shall be calculated by dividing the remaining Net Settlement Fund, after the payments designated in Paragraph 36(a), by the total number of valid and timely Claim Forms submitted by Settlement Class Members who elected a Pro Rata Cash Award.

c. In the event there are insufficient funds in the Net Settlement Fund to make all of the payments listed in Paragraph 36(a)–(b), the Parties shall work with the Settlement Administrator to determine any pro-rata decreases.

VII. SETTLEMENT ADMINISTRATION

37. All agreed-upon and reasonable Notice and Claims Administration Costs will be paid from the Settlement Fund.

38. Class Counsel represent that they solicited competitive bids for Settlement administration, including Notice and Claims Administration Costs.

39. The Settlement Administrator will provide written notice and/or email notice of the Settlement terms to all Settlement Class Members for whom Defendant has provided

a valid mailing address. The Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.

40. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court.

41. The Settlement Administrator will administer the settlement process in accordance with the terms of the Settlement Agreement and as directed by Class Counsel, subject to the Court's supervision and direction as circumstances may require.

42. The Notices provided to Settlement Class Members shall require the Class Member to indicate their preferred disbursement methods and provide the required financial information.

43. Within sixty (60) days of the Effective Date, the Settlement Administrator shall make best efforts to provide Settlement Class Members who submitted a valid and timely claim for CMIS benefits with enrollment instruction for the CMIS.

44. For each Settlement Class Member from which the Settlement Administrator receives a valid, completed and timely Claim Form with correct financial information, the Settlement Administrator shall disburse any monies due to that Settlement Class Members (each, a "Claim Payment") using the Settlement Class Member's preferred method within twenty-one (21) days from the Effective Date.

45. Settlement Class Members who do not provide their preferred method of disbursement or do not provide valid financial account information by the Claims Deadline shall be deemed to have unclaimed their Settlement Benefit.

46. All Settlement Payments issued to Settlement Class Members shall be via check ("Claim Check"), which shall state on its face that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance (the "Check Void Date"). If a Settlement Class Member requests their Settlement Payment via check and the check is not cashed within ninety (90) days, the Settlement Class Member shall be deemed to have unclaimed their Settlement Payment.

47. To the extent any monies remain in the Net Settlement Fund more than one hundred fifty (150) days after the distribution of Settlement Payments to participating Settlement Class Members, a "Subsequent Settlement Payment" will be evenly made to all Participating Settlement Class Members whose claims for monetary benefits (Settlement Payments) were approved and, in the event the Settlement Class Member requested payment via check, also cashed or deposited their initial Settlement Payment, provided that the average Subsequent Settlement Payment is equal or greater to Five Dollars and No Cents (\$5.00). Any amount remaining in the Net Settlement Fund after said extension is accomplished (the "Unclaimed Fund"), if any, shall be distributed to the Cy Pres Designee.

48. Proposed Settlement Class Counsel and counsel for Integris shall be given reports as to both claims and distribution and have the right to review and obtain supporting

documentation and challenge such reports if they believe them to be inaccurate or inadequate.

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

50. No Person shall have any claim against the Settlement Administrator, claims referee, Integris, Proposed Settlement Class Counsel, Plaintiffs, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members.

51. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date.

IX. COVENANTS

52. The Class Representatives covenant and agree, as it relates to the Released Parties: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action

based on or relating to any Released Claim against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

X. REPRESENTATIONS AND WARRANTIES

53. Each Party represents that:

- a. such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;
- b. such Party is voluntarily entering into the Agreement as a result of arm's length negotiations conducted by its counsel;
- c. such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;
- d. such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;
- e. the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

f. except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement;

g. each of the Parties assumes the risk of mistake as to facts or law;

h. this Agreement constitutes a valid, binding, and enforceable agreement; and

i. no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

a. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

b. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

XI. NOTICE TO SETTLEMENT CLASS MEMBERS

54. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

55. Direct notice shall be provided to Settlement Class Members via U.S. Mail

and/or email, for Settlement Class Members for whom the Settlement Administrator has a valid physical address or email address.

56. Within thirty (30) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the list of names, addresses, and email addresses used by Integris to provide notice of the Data Security Incident to potentially impacted Settlement Class Members (the “Class List”). The Settlement Administrator shall, by using the National Change of Address database maintained by the U.S. Postal Service (the “Postal Service”), obtain updates, if any, to the mailing addresses.

57. Defendant shall provide the Class List to the Settlement Administrator only for the purposes of Settlement administration.

58. Within sixty (60) Days following entry of a Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall provide Postcard Notice/Email Notice to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request. An electronic version of the Claim Form shall also be provided on the Settlement Website.

59. If the Postal Service returns any Postcard Notice as undeliverable, the Settlement Administrator shall re-mail the Postcard Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail. For Postcard Notices returned with no forwarding address, the Settlement Administrator shall perform skip-tracing for any returned mail and shall re-mail notice to any Settlement Class Members whose addresses are uncovered by skip-tracing.

60. The mailed notice will consist of the Postcard Notice substantially in the form of **Exhibit C**. The Emailed notice will consist of the Email Notice substantially in the form of **Exhibit D**. The Settlement Administrator shall have discretion to format the Postcard Notice/Email Notice in a reasonable manner to minimize mailing and administrative costs. Before the mailing/emailing of the Postcard Notice/Email is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders.

61. No later than sixty (60) Days following entry of the Preliminary Approval Order, and prior to the mailing/emailing of the Postcard Notice/Email Notice to Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Consolidated Class Action Petition, Long-Form Notice, Claim Form, this Settlement Agreement, the Preliminary Approval Order, and other relevant settlement and Court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by Class Counsel and Defendant's Counsel, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice, and a Claim Form are available on the Settlement Website shall be included in the Postcard Notice/Email Notice. The Settlement Administrator shall also create and implement an Interactive Voice Response system, with a live operator option, and an email inbox, both of which Settlement Class Members may use to obtain

information about the Settlement and Claims process. Further, Class Counsel may post a press release and/or an announcement on their firm website announcing the Settlement once the Motion for Preliminary Approval of Class Action Settlement is filed.

62. Settlement Class Members shall be able to submit their Claim Forms via the Settlement Website. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Effective Date.

63. Claim Forms shall be returned or submitted to the Settlement Administrator on the Settlement Website, via email, or through U.S. Mail, electronically submitted or postmarked (as the case may be) by the Claims Deadline set by the Court or be forever barred unless otherwise ordered by the Court.

64. The Long-Form Notice and Postcard Notice/Email Notice approved by the Court may be adjusted by the Settlement Administrator in consultation with an agreement by the Parties, as may be reasonable and necessary and not inconsistent with the Court's approval.

65. Prior to the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel with an affidavit or declaration concerning compliance with the Court-approved Notice Program, suitable for filing with the Court.

XII. OBJECTIONS TO THE SETTLEMENT

66. Any Settlement Class Member who has not excluded himself or herself from the Settlement and who wishes to object to the Settlement Agreement must file with the Court a written objection to the Settlement ("Objection").

67. Each Objection must (i) include the case name and number of the Litigation

(*Bointy, et al. v. Integrus Health, Inc.*, Case No. CJ-2023-7235), (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature; (iv) contain a statement affirming that the Settlement Class Member is a member of the Settlement Class because he or she received the Notice of Data Security Incident letter from Defendant; (v) state that the Settlement Class Member objects to the Settlement, in whole or in part; (vi) set forth a statement of the legal and factual basis for the Objection; (vii) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (viii) identify any attorney representing the Settlement Class Member with respect to, or who provided assistance to the Settlement Class Member in drafting, his or her Objection, if any; (ix) contain the signature, name, address, telephone number, and email address of the Settlement Class Member's attorney, if any; (x) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; (xi) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class, and (xii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through an attorney.

68. Objections must be filed with the Court no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Postcard Notice, Email Notice, and Long-Form Notice.

69. Class Counsel and Defendant's Counsel may, but are not required to, respond to Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing. Any Objector may be subject to deposition or further discovery upon Order of the Court.

70. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing with counsel, he or she must also file a notice of appearance with the Court prior to the Final Approval Hearing.

a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, his or her written Objection must also (i) identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers; (ii) identify any witnesses whom the objecting Settlement Class Member intends to call to testify; and (iii) include a description of any documents or evidence that the objecting Settlement Class Member intends to offer.

71. Any Settlement Class Member who fails to timely file an Objection pursuant to the requirements set forth in this section, and as otherwise ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of this Settlement Agreement by appeal or other means, and shall be bound by all the terms of this

Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

72. The exclusive means for any challenge to the Settlement shall be through the provisions of this Section XII of this Settlement Agreement.

XIII. OPT OUT PROCEDURES

73. Each person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent (a “Request for Exclusion”) to the designated Post Office box established by the Settlement Administrator. The written notice must (i) identify the case name and number of this Litigation (*Bointy, et al. v. Integris Health, Inc.*, Case No. CJ-2023-7235); (ii) state the Settlement Class Member’s full name, address, email address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature; (iv) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class, and; (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, a Request for Exclusion must be postmarked no later than sixty (60) Days after the Notice Date (the “Opt-Out Date”).

74. All Requests for Exclusion must be submitted individually in connection with a single Settlement Class Member, *i.e.*, one request is required for each Settlement Class Member seeking exclusion. Any Requests for Exclusion purporting to seek exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

75. All individuals who submit valid and timely Requests for Exclusion, as set forth in Paragraph 73 above, referred to herein as “Opt-Outs,” shall not receive any benefits

of and/or be bound by the terms of this Settlement Agreement, and shall not be entitled to object to or appeal any aspect of the Settlement. All Settlement Class Members who do not validly and timely opt-out of the Settlement Class in the manner set forth in Paragraph 73 above shall be bound by the terms of this Settlement Agreement and the Final Judgment entered thereon, and all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

76. Seven (7) Days after the Opt-Out Date, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion that were submitted to the Settlement Administrator. Class Counsel may present to the Court the number of Opt-Outs (if any), as well as a list of Opt-Outs that includes only first name, last initial, city, and state of each Opt-Out, no later than fourteen (14) Days before the Final Approval Hearing. The exclusive means to opt-out to the Settlement shall be through the provisions of this Section XIII of this Settlement Agreement.

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

77. Class Counsel shall request the Court approve an award of Attorneys' Fees, Costs, and Expenses Award not to exceed one-third (33.33%) of the total value of the Settlement, which shall include up to seventy-five thousand dollars and zero cents (\$75,000.00) in reasonable Litigation Costs. Any Attorneys' Fees, Costs, and Expenses Award approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund no later than seven (7) days after the Effective Date. For the avoidance of

doubt, the Court-approved amount of any Attorneys' Fees, Costs, and Expenses Award shall be paid from the Settlement Fund, and other than paying for the Settlement Fund as provided for in this Settlement Agreement, Defendant shall have no obligation or liability with respect to payment of any attorneys' fees, costs, or expenses incurred by Class Counsel in the Litigation. Class Counsel shall have the sole authority to apportion and distribute attorneys' fees among other Plaintiffs' Counsel.

78. Class Counsel shall request the Court to approve a Service Award of five thousand dollars and zero cents (\$5,000.00) for each of the named Class Representatives (Joseph Bointy, Yovan Brindou, Dia Campbell-Detrixhe, Kimberley Carroll, Yovany Cordero Salcedo, Clendon Detrixhe, Concepcion George, Elizabeth Grimes, Ty Harper, Shawn Johnson, Derek Manek, Brenda Kay Robinson, Zachary Warner, and Samantha King), a total of seventy thousand dollars and zero cents (\$70,000.00), which award is intended to recognize Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class (the "Service Award"). For the avoidance of doubt, the Court-approved amount for any Service Award shall be paid from the Settlement Fund, and other than paying for the Settlement Fund as provided for in this Settlement Agreement, Defendant shall have no obligation or liability with respect to payment of any Service Awards (or any other compensation to the Class Representatives). If approved by the Court, this Service Award will be paid by the Settlement Administrator from the Settlement Fund no later than seven (7) Days after the Effective Date.

79. The Parties did not discuss or agree upon payment of the Service Awards or

Attorneys' Fees, Costs, and Expenses until after they agreed on all other materials terms of the Settlement.

80. Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees, Costs, and Expenses Award no later than fourteen (14) Days prior to the Objection Deadline.

81. The Parties agree that the Court's approval or denial of any request for the Service Awards or Attorneys' Fees, Costs, and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Awards or for an Attorneys' Fees, Costs, and Expenses Award, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of any Services Awards or any Attorneys' Fees, Costs, and Expenses Award, or the amounts thereof, shall operate to terminate or cancel (or be a basis for any Party to seek to terminate or cancel) this Settlement Agreement.

XV. NOTICES

82. All notices to the Parties required by this Settlement Agreement shall be made in writing and communicated by mail or email to the following addresses:

All notices to Class Counsel or Class Representatives shall be sent to:

William B. Federman
FEDERMAN & SHERWOOD
10205 North Pennsylvania Avenue
Oklahoma City, OK 73120
Tel: 405.235.1560

info@federmanlaw.com

James J. Pizzirusso
HAUSFELD LLP
888 16th Street, NW, Ste 300
Washington, DC 20006
Tel: 202.540.7200
jpizzirusso@hausfeld.com

All notices to Defendant's Counsel or Defendant shall be sent to:

Amanda Harvey
Mullen Coughlin LLC
1452 Hughes Rd., Ste. 200
Grapevine, TX 76051
aharvey@mullen.law

83. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XVI. SETTLEMENT APPROVAL PROCESS

84. After execution of this Settlement Agreement, Plaintiffs shall promptly (and no later than March 1, 2025) move the Court to enter a Preliminary Approval Order in the form attached hereto as **Exhibit E**, or an order substantially similar to such form, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class for settlement purposes only;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;

d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Oklahoma, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;

e. Appoints the Settlement Administrator;

f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;

g. Approves the Claim Form and directs the Settlement Administrator to administer the claims process in accordance with the provisions of this Settlement Agreement;

h. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;

i. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice;

j. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and,

k. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

85. Defendant will not oppose entry of the Preliminary Approval Order so long as it is substantially in the form attached as **Exhibit E** and is otherwise consistent with this Agreement.

XVII. FINAL APPROVAL HEARING

86. The Parties will recommend that the Final Approval Hearing should be scheduled no earlier than one hundred twenty (120) Days after the Preliminary Approval Date.

87. The Parties may file a response to any Objections and a Motion for Final Approval no later than fourteen (14) Days prior to the Final Approval Hearing.

88. Any Settlement Class Member who wishes to appear at the Final Approval Hearing through counsel must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation and take all other actions or make any additional submissions as may be required by this Settlement Agreement, or as otherwise ordered by the Court.

89. Plaintiffs shall ask the Court to enter a Final Approval Order and Final Judgment (**Exhibit F**), and which shall include the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Oklahoma, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Settlement Class, and after

sufficient opportunity to object, no timely Objections to this Settlement Agreement have been made, or a finding that all timely Objections have been considered and denied;

c. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties and Settlement Administrator to perform the Settlement in accordance with the terms of this Settlement Agreement;

d. A finding that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;

e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;

f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from the Plaintiffs' Released Claims;

g. A finding that all Settlement Class Members who did not validly and timely opt out of the Settlement shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Parties from the Released Class Claims; and

h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the

implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Parties pursuant to any applicable law.

90. Defendant will not oppose entry of the Final Approval Order so long as it is substantially in the form attached as **Exhibit F** and is otherwise consistent with this Agreement.

91. Upon entry of the Final Approval Order, the Litigation shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XVIII. TERMINATION OF THIS SETTLEMENT AGREEMENT

92. Each Party shall have the right to terminate this Settlement Agreement if:
- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit E** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;
 - b. The Court denies final approval of this Settlement Agreement;
 - c. The Final Approval Order and Final Judgment do not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter

declines to enter a further order or orders approving the Settlement on the terms set forth herein; or

d. The Effective Date cannot or does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

93. The Parties agree to work in good faith to effectuate this Settlement Agreement.

94. If a Party elects to terminate this Settlement Agreement under this Section XVIII, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

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

96. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order and Final Judgment (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if

this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

97. If the Court does not approve the Settlement or the Effective Date cannot or does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XIX. RELEASE

98. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members, except those who timely and validly opt out of the Settlement. The Released Claims provided in conjunction with this Settlement shall only apply to the Released Parties.

99. On the Effective Date, Plaintiffs and each and every Settlement Class Member, except those who timely and validly opt out of the Settlement, shall be deemed

to have released, waived, and relinquished the Released Claims and are all bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against the Released Parties with respect to the Released Claims.

100. Subject to Court approval, upon entry of the Final Approval Order, Plaintiffs and all Settlement Class Members (except any who timely and validly opted out of the Settlement) shall be deemed to have irrevocably released and discharged each of the Released Parties for any and all Released Claims and otherwise bound by this Settlement Agreement and the releases herein and all Released Claims shall be dismissed with prejudice and released.

101. The Released Claims include the release of Unknown Claims. “Unknown Claims” means any and all claims for relief, lawsuits, charges, complaints, debts, liens, contracts, agreements, promises, liabilities, demands, damages, losses, rights, benefits, obligations, attorneys’ fees, costs or expenses of any kind or nature whatsoever, in law, equity or otherwise, arising before, as of or after the Effective Date, whether known or unknown, which were asserted or that could have been asserted in the Litigation or that otherwise relate to the Data Security Incident.

102. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiffs and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of

the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. 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.

103. The Plaintiffs and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a material term of the Settlement Agreement. Upon entry of the Final Approval Order and Final Judgment, Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, Plaintiffs’ Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Parties or based on any actions taken by any Released Parties authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

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

105. Without in any way limiting the scope of the Plaintiffs’ Release or the Settlement Class Release (the “Releases”), the Releases cover, without limitation, any and

all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation (except for the Attorneys' Fees, Costs, and Expenses Award to be paid to Class Counsel as specifically provided in Section XIV), the Data Security Incident, Defendant's conduct alleged in the Consolidated Class Action Petition and Litigation, the Settlement, the administration of such Settlement and/or the Released Claims as well as any and all claims for the Service Awards to Plaintiffs.

106. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

XX. EFFECTIVE DATE

107. The "Effective Date" of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- c. The Court-approved Postcard Notice has been mailed, other notice required by the Notice Program, if any, has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and

e. The Final Approval Order and Final Judgment have become Final, assuming no appeals have been filed.

f. If an appeal is filed, the Effective Date will become 30 days from when the appeal is finalized and a final judgment is entered in this case shall be conditioned on the occurrence of all the following events: (a) the Court has entered an Order of Preliminary Approval; (b) Defendant has not exercised its option to terminate the Settlement Agreement; (c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and (d) the Judgment has become Final.

XXI. MISCELLANEOUS PROVISIONS

108. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

109. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Consolidated Class Action Petition or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving the Data Security Incident or allegations asserted in the Consolidated Class Action Petition and Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an

action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

110. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties agree to execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect. The Parties further agree to reasonably cooperate in the defense of this Settlement Agreement against Objections made to the Settlement or a Final Approval Order and Final Judgment, including at the Final Approval Hearing, or in any appeal from a Final Approval Order and Final Judgment, or in any collateral attack on this Settlement Agreement or a Final Approval Order and Final Judgment; provided, however, that Defendant shall have sole discretion in deciding whether Defendant will make any filing in respect of any objection, appeal, or collateral attack regarding the Settlement.

111. No person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Parties based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

112. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and agreements between the Parties regarding settlement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

113. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

114. Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Settlement Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any Attorneys' Fees, Costs, and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, individual, or firm who claims that they are entitled to a share of any Attorneys' Fees, Costs, and Expenses Award in this Litigation.

115. In the event a third party, such as a bankruptcy trustee, former spouse, or

other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

116. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized 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.

117. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

118. This Settlement Agreement shall be construed under and governed by the laws of the State of Oklahoma without regard to its choice of law provisions.

119. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of the Settlement Agreement and its exhibits, but for no other purpose.

120. Neither Plaintiffs nor Class Counsel shall make, publish, or state, or cause to be made, published, or stated, any defamatory or disparaging statement, writing or communication pertaining to Defendant or its directors, officers, employees, attorneys, and/or affiliates, or any Related Entities.

121. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement, including but not limited to those relating to all information exchanged for purposes of mediation or under the auspices of 12 O.S. § 2408.

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

123. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Parties, and Settlement Class Members.

124. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the

plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa).

125. The Parties agree to seek a stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

126. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement. Scanned signatures, electronic signatures, or signatures sent by email or facsimile shall be as effective as original signatures.

127. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

[signatures on following page]

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:

Date: 7/3/2025



James J. Pizzirusso
HAUSFELD LLP



William B. Federman
FEDERMAN & SHERWOOD

Defendant Integris Health, Inc.:

Name: _____

Title: _____

Date: _____

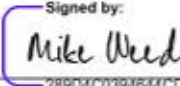
Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:

Date: _____

James J. Pizzirusso
HAUSFELD LLP

William B. Federman
FEDERMAN & SHERWOOD

Defendant Integris Health, Inc.:

Signed by:


289D4C0394844C0
Name: Mike weed
Title: SVP Chief Financial Officer
Date: 7/10/2025